

So Ling Chan  
44765 Via Pino  
Temecula, CA 92590

The Honorable Scott C. Clarkson  
United States Bankruptcy Court  
Central District of California  
Ronald Reagan Federal Building and Courthouse  
411 West Fourth Street, Suite 5130 / Courtroom 5C  
Santa Ana, CA 92701-4593

RE: Lead Case No.: 6:17-bk-19494-SC  
Jointly Administered with: Case No.: 6:17-bk-19495-SC  
Chapter 15 Cases

Date: November 27, 2017

Your Honor,

Thank you for giving us the opportunity to tell our side of the story. It could only happen in America and not in most part of the world, especially communist China and China-controlled Hong Kong, where ordinary citizens have no such privilege.

My name is So Ling Chan and I am the older sister of the two Debtors, Wai Hung Cheng and Wai Tak Cheng. I had no knowledge of their being sued until I received the Notice from Norton Rose Fulbright US LLP a few days ago. I knew a few years back that they had lost the family business and without warning disappeared, cutting off contacts with all other family members and relatives but their wives. Their whereabouts is unknown according to their wives. Our speculation of their disappearance is this: They must have felt ashamed of losing the family business and couldn't face the rest of the family or they worried about losing their freedom or, even worse, getting beaten by thugs hired by their creditors, which is not unusual in Hong Kong ever since British had left. One would have his passport withheld or even go to jail while waiting for the outcome of his trial.

Your Honor,

Although I am not a party of this case, I do have issues I want to make, if I may.  
One: My "Response" to the allegations raised by the Petitioners of this case.  
Two: My "Petition" on behalf of all the innocent parties who suffer anxiety and inconvenience caused by this case – the listing agents, the owners of properties that have nothing to do with this case, myself included.

### MY RESPONSES

#### PETITIONERS' ALLEGATIONS # 1:

"The Petitioners have also identified certain questionable transaction, including the disposition of the residence at 44765 Via Pino."

MY RESPONSE # 1:

My husband and I started building our house in 2003 on the land we owned and we moved in in November 2005. We owned the house until June 2012 when we sold it to our son, Garwin Y. Chan, in order to save our house from foreclosure. Like a lot of people we had financial difficulty after the 2008 financial crisis and we couldn't make the \$8,300 monthly payment without the help from our son. We couldn't refinance because we did not have income other than my husband's social security. But, the reduced monthly payment (\$4,900) proved still unaffordable and our financial condition was getting worse. So my son sold the house to Wei Hu and his wife, Chanzi Wang in March 2013. With the proof in EXHIBIT "A" you can see the house at 44765 Via Pino has nothing whatsoever to do with the Debtors.

PETITIONERS' ALLEGATIONS # 2:

"The Debtors granted Power of Attorney to So Ling Chan, their sister."

MY RESPONSE # 2:

There is nothing unusual or fishy about this. People do it all the time among family members. For convenience we had used Power of Attorney to buy and sell land for our family and relatives who trusted me and resided oversea.

PETITIONERS' ALLEGATIONS # 3:

"It appears that So Ling Chan had quitclaimed those same vacant lots to the Debtors in 2008."

MY RESPONSE # 3:

Yes, I did. That was when we still could afford to be a little generous, and with the blessing of my husband, I gave my two brothers a lot each as an incentive to encourage them to immigrate to America. Here again, the use of quitclaim deed to transfer real property between family members is very common. It is the easiest and the cheapest way.

PETITIONERS' ALLEGATIONS # 4:

"The connection to the three relatives and the Debtors' ownership of the adjacent lots may be a part of a complicated series of intra-family transactions designed to hide the true ownership of the properties."

MY RESPONSE # 4:

True, the quitclaims were intra-family transactions, but they were not complicated nor were they designed to hide the true ownership of the properties. The petitioners' accusation is farfetched and without base, and it is not fair. Are all friends and family members who own properties next to each other suspects of questionable dealings? Is any law prohibiting that? If I knew my two brothers is going to be broke then, would I be that foolish as to give them land that eventually would be taken away from them by their creditors?

MY PETITIONS:

1. Please stop the Petitioners of this case from creating problems for innocent people with accusations based on sloppy investigations or speculative insinuations. Due to the fact that they had sent the "Notice" to two separate listing agents, Jing Chen and Eva Chang, certain properties (house at 44765 Via Pino and 6.87 acres vacant land in Murrieta) which are absolutely unrelated to this case are forced to be taken out of the market, and thus cause harm to the owners and their listing agents.
2. Please deny the petitions requested by the Petitioners of this case on:  
Two vacant lots adjacent to 44765 Via Pino in Temecula, California.

MY REASONS:

- (1) Although those two lots are legally owned by the Debtors, they are gifts from my husband and me because they had never paid for them. So, it was not the Debtors' Creditors' money that acquired these two lots. Legally, the Debtors' Creditors may still have the right to claim these two lots, but I think it is morally wrong to take away someone's gifts, too.
- (2) The Debtors had started offering their land for sale in 2013, way before they went broke. EXHIBIT "B" shows: They first bought ads in Chinese newspaper in Los Angeles, and then they listed the properties with Realty Center Inc. in Lake Elsinore, later with Keller Williams Realty in Temecula, and recently with Coldwell Banker in Acadia.
- (3) The 26 lots has been sold on June 7, 2017 for \$75,000, net \$54,084 after paying delinquent property tax, interest, penalties, and closing cost. This amount has been used to pay back money owe us (EXHIBIT "C" & "D").  
One of the two lots, owned by Wai Hung Cheng, was sold on September 28, 2017 for \$200,000, net \$184,652 after closing cost. The entire proceed has been wired back to Debtors' wives (EXHIBIT "E" & "F").

Your Honor,

I know I have no right to appeal for the Debtors even though they are my brothers, because I am not an attorney nor am I a part of this case. I just want you, your Honor, to have a better understanding of the Debtors' situation.

Everybody has the chance to go broke, especially if he owns a business. And my two brothers are among those unfortunate ones. This is the first and only time they went broke (not by choice). They lost everything: their businesses, business properties, homes, cars, and bank accounts, and they disappeared suddenly and became homeless for reasons we could only speculate. It was a tragedy, for they left nothing for their wives and children but despair and hardship. One wife had to move in with her daughter and son-in-law, the other, with her sister and her family. One son had to quit UC Berkeley to find a part-time job and the youngest daughter, left Mountain View Community College to become a nanny. We all tried to help but there is only so much we can afford to do. We

only hope this case will be settled as soon as possible so that my brothers can go home to unite with their families. Nothing is worth the separation of their love ones.

Thank you, your Honor.

Yours Respectfully,

So Ling Chan 11-28-2017  
So Ling Chan



# CENTRAL ESCROW, INC.

4040 Barranca Parkway, Suite 260, Irvine, CA 92604  
Tel: (949) 733-0022 • Fax: (949) 733-0028

## SELLER'S CLOSING STATEMENT Final

Escrow Number: 6021998-MC  
Escrow Officer: Michelle Chen


Title Order Number: 23672  
Date: 03/06/2013 - 9:17:38AM  
Closing Date: 03/04/2013

Buyer/Borrower: Wei Hu and Chanzi Wang

Seller: Garwin Yen Chan

Property: 44765 Via Pino, Temecula, CA 92590

<b>TOTAL CONSIDERATION</b>		1,314,888.00
<b>PRORATIONS/ADJUSTMENTS:</b>		
Property Tax @ 8,118.52 per 6 month(s) 3/04/2013 to 7/01/2013		5,277.04
Association Dues @ 60.00 per 1 year(s) 3/04/2013 to 1/01/2014		49.51
<b>COMMISSION(S):</b>		
Listing Broker: Horn Sothebys International Realty	39,446.64	
Selling Broker: Presidential Real Estate	39,446.64	
Reimbursement for Septic Inspection		525.00
<b>TITLE CHARGES</b>		
Owner's Premium for 1,314,888.00: Fidelity National Title	2,784.00	
Sub-Escrow Fee: Fidelity National Title	62.50	
County Transfer Tax: Fidelity National Title	1,446.50	
<b>ESCROW CHARGES TO: Central Escrow, Inc.</b>		
Escrow Fee	2,830.00	
Messenger Fee	60.00	
Wire Fee	35.00	
Document Preparation Fee	75.00	
Courtesy Discount 30% off		849.00
<b>LOAN PAYOFF: BofI Federal Bank</b>		
Principal Balance	680,877.26	
Prepayment Penalty	13,617.54	
Reconveyance Fee	45.00	
Interest Per Diem From 2/01/2013 To 3/05/2013, 35 Days, @ \$6.8300	3,039.05	
Statement / Demand Fee	30.00	
Escrow In Payoff	-8,107.60	
Forwarding Fee	45.00	
Fax Fee	10.00	
Total Loan Payoff		689,556.25
<b>TAXES:</b>		
Property Tax to: Riverside County Tax Collector 2nd Half 2012-2013 #938-110-013-6		8,118.52
<b>ADDITIONAL DISBURSEMENTS:</b>		
Natural Hazard Report Fee: Property I.D.		114.00
Home Owner's Warranty: Old Republic Home Warranty		475.00
Document & Transfer Fee: Ralston Management		325.00
<b>BALANCE DUE YOU</b>		536,813.50
<b>TOTALS</b>		1,321,588.55
		1,321,588.55

FINAL		OMB No. 2502-0265	
A. SETTLEMENT STATEMENT (HUD-1)		B. OF LOAN	
		1. <input type="checkbox"/> FHA 2. <input type="checkbox"/> RHS 3. <input checked="" type="checkbox"/> CONV. UNINS.	
		4. <input type="checkbox"/> VA 5. <input type="checkbox"/> CONV. INS.	
		6. FILE NUMBER: 6021998-MC 7. LOAN NUMBER: 0169898261	
		8. MORTGAGE INS. CASE NO.:	
C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.			
D. NAME & ADDRESS OF BORROWER:		Wei Hu and Chanzi Wang 145 Weathervane, Irvine, CA 92603	
E. NAME & ADDRESS OF SELLER:		Garwin Yen Chan 44765 Via Pino, Temecula, CA 92590	
F. NAME & ADDRESS OF LENDER:		HSBC BANK USA N.A. 2929 Walden Avenue, Depew, NY 14043	
G. PROPERTY LOCATION:		44765 Via Pino, Temecula, CA 92590	
H. SETTLEMENT AGENT:		Central Escrow, Inc.	
PLACE OF SETTLEMENT:		4040 Barranca Parkway, #260, Irvine, CA 92604 (949) 733-0022	
I. SETTLEMENT DATE:		3/04/2013	
J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
<b>100. Gross Amount Due From Borrower:</b>		<b>400. Gross Amount Due To Seller:</b>	
101. Contract sales price		401. Contract sales price	1,314,888.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower: (line 1400)		403. Reimbursement for Septic Inspection	525.00
104.		404.	
105.		405.	
<b>Adjustments For Items Paid By Seller In Advance:</b>		<b>Adjustments For Items Paid By Seller In Advance:</b>	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes 03/04/13 to 07/01/13	5,277.04
108. Assessments to		408. Assessments to	
109.		409. Association Dues 3/04/2013 to 1/01/2014	49.51
110.		410.	
111.		411.	
112.		412.	
113.		413.	
114.		414.	
115.		415.	
116.		416.	
<b>120. Gross Amount Due From Borrower:</b>		<b>420. Gross Amount Due To Seller:</b>	1,320,739.55
<b>200. Amounts Paid By Or In Behalf Of Borrower:</b>		<b>500. Reductions In Amount Due To Seller:</b>	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	86,251.28
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff 1st Mtg. Ln. BofI Federal Bank	689,556.25
205.		505. Payoff 2nd Mtg. Ln.	
206.		506. Property Tax-2nd Half 2012-2013	8,118.52
207.		507.	
208.		508.	
209.		509.	
<b>Adjustments For Items Unpaid By Seller:</b>		<b>Adjustments For Items Unpaid By Seller:</b>	
210. City/town taxes to		510. City/town taxes to	
211. County taxes to		511. County taxes to	
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
<b>220. Total Paid By/For Borrower:</b>		<b>520. Total Reductions In Amount Due Seller:</b>	783,926.05
<b>300. Cash At Settlement From/To Borrower:</b>		<b>600. Cash At Settlement From/To Seller:</b>	
301. Gross amount due from borrower (line 120)		601. Gross amount due to seller (line 420)	1,320,739.55
302. Less amount paid by/for borrower (line 220)		602. Less reductions in amount due seller (line 520)	783,926.05
<b>303. Cash (<input type="checkbox"/> FROM) (<input type="checkbox"/> TO) Borrower:</b>	0.00	<b>603. Cash (<input checked="" type="checkbox"/> TO) (<input type="checkbox"/> FROM) Seller:</b>	536,813.50

The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

SETTLEMENT CHARGES				Escrow: 6021998-MC	
.00. Total Real Estate Broker Fees				Paid From Borrower's Funds At Settlement	Paid From Seller's Funds At Settlement
<b>Division of Commission (line 700) As Follows:</b>					
701. \$	39,446.64	to	Hom Sothebys International Realty		
702. \$	39,446.64	to	Presidential Real Estate		
703. Commission paid at settlement					78,893.2
704.					
<b>800. Items Payable In Connection With Loan:</b>					
801. Our origination charge			(from GFE #1)		
802. Your credit or charge (points) for the specific interest rate chosen			(from GFE #2)		
803. Your adjusted origination charges			(from GFE A)		
804. Appraisal fee to			(from GFE #3)		
805. Credit report to			(from GFE #3)		
806. Tax service to			(from GFE #3)		
807. Flood certification			(from GFE #3)		
808.					
809.					
810.					
811.					
812.					
813.					
814.					
815.					
816.					
817.					
818.					
819.					
<b>900. Items Required By Lender To Be Paid In Advance:</b>					
901. Daily interest charges from	to	@ \$	/day (0 days)	(from GFE #10)	
902. Mortgage insurance premium	for	mo. to		(from GFE #3)	
903. Homeowner's insurance	for	yrs. to		(from GFE #11)	
904. Flood insurance premium	for	yrs. to			
905.					
906.					
<b>1000. Reserves Deposited With Lender:</b>					
1001. Initial deposit for your escrow account				(from GFE #9)	
1002. Homeowner's insurance	0 months @ \$	0.00	per month		
1003. Mortgage insurance	0 months @ \$	0.00	per month		
1004. City property taxes	0 months @ \$	0.00	per month		
1005. County property taxes	0 months @ \$	0.00	per month		
1006. Annual assessments	0 months @ \$	0.00	per month		
1007. Flood insurance	0 months @ \$	0.00	per month		
1008.	0 months @ \$	0.00	per month		
1009. Aggregate Adjustment					
1010.					
<b>1100. Title Charges</b>					
1101. Title services and lender's title insurance				(from GFE #4)	
1102. Settlement or closing fee to Central Escrow, Inc.					2,830.0
1103. Owner's title insurance Fidelity National Title				(from GFE #5)	2,784.0
1104. Lender's title insurance					
1105. Lender's title policy limit \$					
1106. Owner's title policy limit \$ 1,314,888.00					
1107. Agent's portion of the total title insurance premium					
1108. Underwriter's portion of the total title insurance premium					
1109. Sub-Escrow Fee to Fidelity National Title					62.5
1110. Messenger Fee to Central Escrow, Inc.					60.0
1111. Wire Fee to Central Escrow, Inc.					35.0
1112. Document Preparation Fee to Central Escrow, Inc.					75.0
1113. Courtesy Discount 30% off to Central Escrow, Inc.					(849.00
1114.					
<b>1200. Government Recording and Transfer Charges:</b>					
1201. Government recording charges				(from GFE #7)	
1202. Deed \$ 0.00 Mortgage \$ 0.00 Releases \$ 0.00					
1203. Transfer taxes				(from GFE #8)	
1204. City/County tax/stamps Deed \$ 1446.50 Mortgage \$ 0.00					1,446.5
1205. State tax/stamps Deed \$ 0.00 Mortgage \$ 0.00					
1206.					
1207.					
<b>1300. Additional Settlement Charges:</b>					
1301. Required services that you can shop for				(from GFE #6)	
1302. Natural Hazard Report Fee to Property I.D.					114.0
1303. Document & Transfer Fee to Ralston Management					325.0
1304. Home Owner's Warranty to Old Republic Home Warranty					475.0
1305.					
1306.					
1307.					
1400. Total Settlement Charge (Enter on line 103, Section J - and - line 502, Section K)					86,251.2

ATTACHMENT TO HUD 1  
Settlement Date: 3/04/2013

Escrow No.: 6021998-MC  
Title No.: 23672  
Page: 1

**EXHIBIT A: Tax Payment Breakdown**

**Breakdown of Tax Payments:**

County Taxes, Tax Account: 938-110-013-6  
Year

	Amount	Interest	Penalty
2nd Half 2012-2013	\$8118.52		

**EXHIBIT B: (HUD Section 500)**

**Seller Amount**

Reductions In Amount Due To Seller: - Loan Payoff Breakdown:

**Bofi Federal Bank**

Prepayment Penalty To: Bofi Federal Bank	13,617.54
Reconveyance Fee To: Bofi Federal Bank	45.00
Interest Per Diem From 2/01/2013 to 3/05/2013 @ \$ 86.8300 To: Bofi Federal Bank	3,039.05
Statement / Demand Fee To: Bofi Federal Bank	30.00
Principal Balance To: Bofi Federal Bank	680,877.26
Escrow In Payoff To: Bofi Federal Bank	-8,107.60
Forwarding Fee To: Bofi Federal Bank	45.00
Fax Fee To: Bofi Federal Bank	10.00

Total:	689,556.25
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# A. Settlement Statement (HUD-1) FINAL

## B. Type of Loan

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> RHS	3. <input checked="" type="checkbox"/> Conv. Unins.	6. File Number: 540-1102141-TZ	7. Loan Number: 3320617	8. Mortgage Insurance Case Number:
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.				

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals. (540-1102141-TZ/ 56)

D. Name and Address of Borrower: Garwin Yen Chan 44765 Via Pino Temecula, CA 92590	E. Name and Address of Seller:	F. Name and Address of Lender: BOFI Federal Bank 12777 High Bluff Drive # 150 San Diego, CA 92130
G. Property Location: 44765 Via Pino Temecula, CA 92590 Riverside County, California	H. Settlement Agent: Advantage Title, Inc. 29999 Technology Drive # 305 Murrieta, CA 92563 Place of Settlement: 29999 Technology Drive # 305 Murrieta, CA 92563	I. Settlement Date: June 19, 2012 Disbursement Date: June 20, 2012

## J. Summary of Borrower's Transaction

<b>100. Gross Amount Due from Borrower</b>	
101. Contract sales price	
102. Personal property	
103. Settlement charges to borrower (line 1400)	26,505.25
104. Payoff of first mortgage loan	657,939.67
105. Payoff of second mortgage loan	
<b>Adjustments for items paid by seller in advance</b>	
106. City/Town taxes	
107. County taxes	
108. Assessments	
109.	
110.	
111.	
112.	
<b>120. Gross amount due from Borrower</b>	<b>684,444.92</b>
<b>200. Amounts Paid by or in Behalf of Borrower</b>	
201. Deposit or earnest money	
202. Principal amount of new loan(s)	687,000.00
203. Existing loan(s) taken subject to	
204.	
205.	
206.	
207.	
208.	
209.	
<b>Adjustments for items unpaid by seller</b>	
210. City/Town taxes	
211. County taxes	
212. Assessments	
213.	
214.	
215.	
216.	
217.	
218.	
219.	
<b>220. Total paid by/for Borrower</b>	<b>687,000.00</b>
<b>300. Cash at Settlement from/to Borrower</b>	
301. Gross amount due from Borrower (Line 120)	684,444.92
302. Less amount paid by/for Borrower (Line 220)	( 687,000.00)
<b>303. CASH TO BORROWER</b>	<b>2,555.08</b>

## K. Summary of Seller's Transaction

<b>400. Gross Amount Due to Seller</b>	
401. Contract sales price	
402. Personal property	
403.	
404.	
405.	
<b>Adjustments for items paid by seller in advance</b>	
406. City/Town taxes	
407. County taxes	
408. Assessments	
409.	
410.	
411.	
412.	
<b>420. Gross amount due to Seller</b>	
<b>500. Reductions in Amount Due to Seller</b>	
501. Excess deposit (see instructions)	
502. Settlement charges to seller (line 1400)	
503. Existing loan(s) taken subject to	
504. Payoff of first mortgage loan	
505. Payoff of second mortgage loan	
506.	
507.	
508.	
509.	
<b>Adjustments for items unpaid by seller</b>	
510. City/Town taxes	
511. County taxes	
512. Assessments	
513.	
514.	
515.	
516.	
517.	
518.	
519.	
<b>520. Total reduction amount due Seller</b>	
<b>600. Cash at Settlement from/to Seller</b>	
601. Gross amount due to Seller (Line 420)	
602. Less reductions due Seller (Line 520)	( )
<b>603. CASH TO/FROM SELLER</b>	

The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

Certified to be a true and correct copy of the original.

Advantage Title, Inc.

Advantage Title, Inc.

DOC # 2012-0282355

06/19/2012 02:36 PM Fees: \$28.00

Page 1 of 2

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk &amp; Recorder

## RECORDING REQUESTED BY:

Advantage Title, Inc.

## When Recorded Mail Document To:

Garwin Yen Chan

44765 Via Pino

Temecula, CA 92590

\*\*This document was electronically submitted  
to the County of Riverside for recording\*\*  
Received by: TVERBA

Escrow No.: 540-1102141-TZ

Title No.: 510-1104220-50

APN: 938-110-013

SPACE ABOVE THIS LINE FOR RECORDER'S USE

TRA 082016

## GRANT DEED

The undersigned grantor(s) declare(s) Documentary transfer tax is \$ 0

- ☐ computed on full value of property conveyed, or  
☐ computed on full value less value of liens or encumbrances remaining at time of sale,  
☐ Unincorporated area: in the City of Temecula

## FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Shu Sun Chan and So Ling Chan, husband and wife as joint tenants

hereby GRANT(S) to

Garwin Yen Chan, a single man

the following described real property:

See Exhibit "A" attached

Dated: December 13, 2011

State of California

County of

Riverside

On June 14, 2012 before me,

Elizabeth R. Wood, Notary Public,

personally appeared Shu Sun Chan

and So Ling Chan  
who proved to me on the basis of satisfactory evidence to be  
the person(s) whose name(s) is(are) subscribed to the within  
instrument and acknowledged to me that he/she/they  
executed the same in his/her/their authorized capacity(ies),  
and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s)  
acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the  
State of California that the foregoing paragraph is true and  
correct.

Witness my hand and official seal

Signature Elizabeth R. Wood (Seal)



Shu Sun Chan



So Ling Chan



RECORDING REQUESTED BY:  
Garwin Yen Chan

AND WHEN RECORDED MAIL TO:

Shu Sun and So Ling Chan and Garwin Yen Chan  
44765 Via Pino  
Temecula, CA 92590



S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
1			2						5
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
					T:		CTY	UNI	602

Title Order No.: n/a

Escrow No.: n/a

### GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

**DOCUMENTARY TRANSFER TAX is \$0.00**

- [ ] computed on full value of property conveyed, or  
[ ] computed on full value less value of liens or encumbrances remaining at time of sale.  
[ ] Unincorporated area [X] City of Temecula AND

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Shu Sun Chan and So Ling Chan, Trustees U/D/T dated July 28th, 2009.**

hereby GRANT(s) to: **Shu Sun Chan and So Ling Chan, Husband and Wife as Joint Tenants and Garwin Yen Chan, a Single Man, all as Joint Tenants**

the real property in the City of Temecula, County of Riverside, State of California, described as:

Legal Description attached hereto as Exhibit "A" and made a part hereof.

Also Known as: 44765 Via Pino, Temecula, CA 92590  
AP#: 938110013-6

"This is a bonafide gift and the grantor received nothing in return, R & T 11911."

DATED March 3, 2011

STATE OF CALIFORNIA

COUNTY OF Riverside

On 3-3-11

before me, Linda E. Keene

A Notary Public in and for said State personally appeared

Shu Sun Chan and

So Ling Chan

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Shu Sun Chan and So Ling Chan, Trustees U/D/T  
dated July 28th, 2009.

BY: Shu Sun Chan

By: Shu Sun Chan, trustee

BY: So Ling Chan

By: So Ling Chan, trustee



Signature Linda E. Keene

(Seal)

MAIL TAX STATEMENTS TO PARTY SHOWN BELOW; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE:

	A	B	C	D	E	F	G
1	<b>PROJECT: DH1-MISSION OAKS BANK</b>						L # : 77000546
2	<b>DATE</b>	<b>CHECK #</b>	<b>DRAW</b>	<b>INTEREST</b>	<b>FEES</b>	<b>FUNDS U</b>	<b>FUNDS AV</b>
3	2/21/2003				-	-	<b>778,845.00</b>
4	10/10/2003				14,205.00	14,205.00	764,640.00
5	11/12/2003			63.05		14,268.05	764,576.95
6	12/12/2003			72.69		14,340.74	764,504.26
7	1/12/2004			70.72		14,411.46	764,433.54
8	2/12/2004		106,620.00	73.44		121,104.90	657,740.10
9	3/12/2004			617.13		121,722.03	657,122.97
10	4/12/2004			580.26		122,302.29	656,542.71
11	5/12/2004			623.23		122,925.52	655,919.48
12	6/12/2004			606.21		123,531.73	655,313.27
13	7/12/2004		1,856.00	629.50		126,017.23	652,827.77
14	8/12/2004		104,764.00	792.85		231,574.08	547,270.92
15	10/12/2004			1,180.06		232,754.14	546,090.86
16	10/12/2004			1,186.11	2,725.00	236,665.25	542,179.75
17	11/12/2004		106,620.00	1,387.60		344,672.85	434,172.15
18	12/10/2004		106,620.00	1,756.40		453,049.25	325,795.75
19	1/12/2005			2,026.10		455,075.35	323,769.65
20	2/11/2005			2,415.27		457,490.62	321,354.38
21	3/28/2005			2,503.67		459,994.29	318,850.71
22	4/12/2005		106,620.00	2,475.53	500.00	569,589.82	209,255.18
23	5/12/2005		106,620.00	2,757.94		678,967.76	99,877.24
24	5/21/2005			3,613.13		682,376.87	96,468.13
25	6/27/2005			3,409.11		775,231.87	3,613.13
26	7/12/2005		92,855.00			775,231.87	3,613.13
27	7/12/2005					775,231.87	3,613.13
28	8/4/2005					775,231.87	3,613.13
29			-	-	-	775,231.87	3,613.13
30						775,231.87	3,613.13
31						775,231.87	3,613.13
32						775,231.87	3,613.13
33						775,231.87	3,613.13
34						775,231.87	3,613.13
35						775,231.87	3,613.13
36						775,231.87	3,613.13
37						775,231.87	3,613.13
38						-	-
39			732,575.00	28,840.00	17,430.00		
40							
41			660767.66	46270		71807.34	
42							
43			71807.34				
44							
45							
46							
47							
48							
49							

	H	I	J	K	L	M	N
1	<b>PROJECT: DH1-MISSION OAKS BANK</b>						L # : 77000546
2	<b>DATE</b>	<b>PAYEES</b>	<b>CK #</b>	<b>AMOUNT</b>	<b>OTHERS</b>	<b>DRAW</b>	<b>BALANCE</b>
3	10/10/2003	Mission Oak Nat'l Bank			14,205.00		(14,205.00)
4	11/12/2003	Mission Oak Nat'l Bank			63.05		(14,268.05)
5	12/12/2003	Mission Oak Nat'l Bank			72.69		(14,340.74)
6	1/12/2004	Mission Oak Nat'l Bank			70.72		(14,411.46)
7	1/22/2004	Precision Set Up	7396	15,002.00			(29,413.46)
8	2/12/2004	Mission Oak Nat'l Bank			73.44		77,133.10
9	2/27/2004	RCP Block & Brick	7397	11,973.00			65,160.10
10	2/27/2004	J & J Builders	7398	15,647.00			49,513.10
11	3/9/2004	Kish Waterproofing	7399	5,522.00			43,991.10
12	3/12/2004	Mission Oak Nat'l Bank			617.13		43,373.97
13	3/18/2004	TM Construction	7400	44,100.00			(726.03)
14	4/12/2004	Mission Oak Nat'l Bank			580.26		(1,306.29)
15	5/12/2004	Mission Oak Nat'l Bank			623.23		(1,929.52)
16	6/12/2004	Mission Oak Nat'l Bank			606.21		(2,535.73)
17	6/22/2004	Precision Set Up	7401	8,232.00			(10,767.73)
18	6/22/2004	TM Construction	7402	8,000.00			(18,767.73)
19	7/10/2004	TM Construction	7403	6,800.00			(25,567.73)
20	7/12/2004	Mission Oak Nat'l Bank			629.50		(24,341.23)
21	8/10/2004	George & Krogh Welding	7404	6,400.00			(30,741.23)
22	8/12/2004	Mission Oak Nat'l Bank			792.85		73,229.92
23	8/18/2004	Superior Ready Mix Concrete	7405	4,089.38			69,140.54
24	8/18/2004			-			69,140.54
25	9/21/2004	TM Construction	7407	5,000.00			64,140.54
26	9/22/2004	George & Krogh Welding	7408	3,160.00			60,980.54
27	9/25/2004	Superior Ready Mix Concrete	7409	6,901.60			54,078.94
28				-			54,078.94
29	9/25/2004	Precision Set Up	7411	6,558.17			47,520.77
30	9/25/2004	Bob Spilman Plumbing	7412	12,530.00	1,180.06		33,810.71
31				-	1,186.11		32,624.60
32	9/30/2004	George & Krogh Welding	7414	49,132.13	2,725.00		(19,232.53)
33	10/7/2004	Olson Construction	7415	21,560.23			(40,792.76)
34	10/7/2004	TM Construction	7416	14,000.00			(54,792.76)
35	10/13/2004	Andy's Glass	7417	13,973.50			37,853.74
36	10/14/2004	Andy's Glass	7418	2,757.00	1,387.60		33,709.14
37			7419	-			33,709.14
38	11/1/2004	TM Construction	7420	15,000.00			18,709.14
39	11/8/2004	TM Construction	7421	8,000.00			10,709.14
40	11/30/2004	TM Construction	7422	10,000.00	1,756.40		105,572.74
41	11/30/2004	TM Construction	7423	10,000.00			95,572.74
42	12/1/2004	Holland Window, Inc.	7424	7,185.85			88,386.89
43	12/6/2004	George & Krogh Welding	7425	15,300.60			73,086.29
44	12/6/2004	Andy's Glass	7426	3,047.00			70,039.29
45	12/6/2004	Andy's Glass	7427	12,721.50			57,317.79
46	12/6/2004	Andy's Glass	7428	2,500.00			54,817.79
47	12/6/2004	Andy's Glass	7429	17,176.00			37,641.79
48	12/10/2004	Mission Oak Nat'l Bank					144,261.79
49	12/27/2004	Mission Oak Nat'l Bank			2026.10		142,235.69

	H	I	J	K	L	M	N
50	12/31/2004	TM Construction	7430	18,525.55			123,710.14
51	1/19/2005	Revco Solar	7431	7,456.00			116,254.14
52	1/19/2005	Fireplace Distributors	7432	4,648.00			111,606.14
53	1/26/2005	Mission Oak Nat'l Bank			2415.27		109,190.87
54	2/9/2005	Pacific Sales	7433	1,500.00			107,690.87
55	2/11/2005	Pacific Sales	7434	2,600.00			105,090.87
56	2/11/2005	Pacific Sales	7435	2,891.89			102,198.98
57	2/16/2005	TM Construction	7436	8,253.65			93,945.33
58	2/16/2005	Amber A/C	7437	7,915.00			86,030.33
59	2/18/2005	Canac Kitchen	7438	9,200.00			76,830.33
60	2/19/2005	Andy's Glass	7439	4,300.00			72,530.33
61	1/19/2005	Andy's Glass	7440	200.00			72,330.33
62	2/19/2005	Andy's Glass	7441	707.00			71,623.33
63	2/28/2005	Mission Oak Nat'l Bank			2503.67		69,119.66
64	3/28/2005	Mission Oak Nat'l Bank			2475.53		66,644.13
65	4/11/2005	Amber A/C	7442	8,940.00			57,704.13
66	4/11/2005	TM Construction	7443	12,213.23			45,490.90
67	4/11/2005	Dan's Roofing	7444	14,000.00			31,490.90
68	4/11/2005	Andy's Glass	7445	3,640.00			27,850.90
69	4/12/2005	Mission Oak Nat'l Bank			500.00		133,970.90
70	4/20/2005	Bob Spilman Plumbing	12386	17,900.00			116,070.90
71	4/20/2005	Lido Interior Drywall	12387	15,760.00			100,310.90
72	4/20/2005	Banker Insulation	12388	6,813.00			93,497.90
73	4/20/2005	Crockett Electric	12389	19,950.00			73,547.90
74	4/20/2005	Andy's Glass	12390	13,954.00			59,593.90
75	4/26/2005	Mission Oak Nat'l Bank			2757.94		56,835.96
76	5/9/2005	Mission Oak Nat'l Bank					163,455.96
77	5/12/2005	TM Construction	12391	4,691.86			158,764.10
78	5/15/2005	Lido Interior Drywall	12392	11,820.00			146,944.10
79	5/27/2005	Lido Interior Drywall	12393	1,600.00			145,344.10
80	5/27/2005	Complete lath & plastering	12394	18,500.00	3613.13		123,230.97
81	6/3/2005	Lido Interior Drywall	12395	7,880.00			115,350.97
82	6/8/2005	Canac Kitchen	12396	9,200.00			106,150.97
83	6/8/2005	Complete lath & plastering	12397	18,500.00			87,650.97
84	6/25/2005	Lido Interior Drywall	12398	3,940.00	3409.11		80,301.86
85	6/27/2005	Dan's Roofing	12399	7,000.00			73,301.86
86	7/7/2005	Complete lath & plastering	123400	8,500.00			64,801.86
87		Pacific Sales	123401	15,115.05			49,686.81
88	7/21/2005	Dan's Roofing	12402	6,346.00			43,340.81
89			12403				43,340.81
90	8/3/2005	Fresh Water Systems	12404	4,038.47			132,157.34
91							132,157.34
92							132,157.34
93				660,767.66	46,270.00	732,575.00	
94							

## **PROJECT: DH1-AGENCY FEES**

<b><u>AGENCY</u></b>	<b><u>SUBJECT</u></b>	<b><u>FEES</u></b>	<b><u>CK NO.</u></b>	<b><u>DATE</u></b>
RC BLDG & SAFETY				
	BLDG LMS SURCHARGE FEE	BRS020325 10.86	1064	1/23/2002
	DEPOSIT BASE BLDG FEE	BRS020325 724.13	1064	1/23/2002
	BLDG LMS SURCHARGE FEE	BRS020325 20.94	M/C	4/30/2002
	DEPOSIT BASE BLDG FEE	BRS020325 1,396.06	M/C	4/30/2002
	BLDG LMS SURCHARGE FEE	BRS020325 22.17	6719	6/20/2002
	DEPOSIT BASE BLDG FEE	BRS020325 1,477.83	6719	6/20/2002
	BLDG LMS SURCHARGE FEE	BRS020325 7.62	6835	10/28/2002
	DEPOSIT BASE BLDG FEE	BRS020325 508.30	6835	10/28/2002
	BLDG LMS SURCHARGE FEE	BRS020325 5.63	6883	12/11/2002
	DEPOSIT BASE BLDG FEE	BRS020325 375.00	6883	12/11/2002
	BLDG LMS SURCHARGE FEE	BRS020325 3.55	6916	1/9/2003
	DEPOSIT BASE BLDG FEE	BRS020325 236.93	6916	1/9/2003
	BLDG LMS SURCHARGE FEE	BRS020325 2.25	M/C	2/5/2003
	DEPOSIT BASE BLDG FEE	BRS020325 150.00	M/C	2/5/2003
	BLDG LMS SURCHARGE FEE	BRS020325 7.50	KWB10033	4/23/2003
	DEPOSIT BASE BLDG FEE	BRS020325 500.00	KWB10033	4/23/2003
	BLDG LMS SURCHARGE FEE	BRS020325 43.46	KWB10077	11/25/2003
	DEPOSIT BASE BLDG FEE	BRS020325 1,621.66	KWB10077	11/25/2003
	DEPOSIT BASE BLDG FEE	BRS020325 765.00	KWB10208	4/11/2005
RC ENV-HEALTH DEPT.	TLMA FEE	116.73	1060	1/17/2002
	SEWAGE SYSTEM FEES	470.96	M/C	1/15/2003
	LABELS & MAPS	68.00	CASH	4/30/2003
		<b>655.69</b>		
RC TRAN.& LAND MGMT	ENVIRONMENTAL ASSESSMENT FEE	1,023.91	M/C	11/25/2002
		<b>981.39</b>		
RIVERSIDE COUNTY TLMA	INTERIM OPEN SPACE FEE	472.00	6862	11/25/2002
		<b>472.00</b>		
RIVERSIDE COUNTY TLMA	DEVELOPMENT IMPACT FEE	4,353.00	6862	11/25/2002
	TUMF FEE	7,248.00	10289	8/12/2005

		<b>11,601.00</b>		
RIVERSIDE CTY FIRE DEPT	FEES	302.00	7622	8/30/2005
		<b>302.00</b>		
<b>TOTAL</b>				
RACNH WATER DISTRICT	ASSESSMENTFOR 5 LOTS	57,939.00	6823	10/11/2002
		750.00	7106	9/12/2003
		1,548.58	10072	11/12/2003
		524.16	10082	12/8/2003
		488.91	10086	1/8/2004
		36.81	10101	2/12/2004
		34.70	10108	3/8/2004
		8,200.00	10106	3/9/2004
	WATER METER	10,910.00	10152	9/16/2004
		62.31	10180	12/28/2004
SEC		11,034.96	10131	6//8/04
		891.37	10161	10/29/2004
		<b>841.73</b>	10285	8/8/2005
VERIZON		-		
M.V. SCHOOL DISTRICT	SCHOOL IMPACT MITIGATION FEE	1,289.00	6861	11/25/2002
SANTA ROSA C.S.D.	Deposit	700.00	6699	5/28/2002
	Deposit	2,000.00	61500911	10/13/2004
		207.40	6699	5/28/2002
			12740	3/7/2005
			12739	3/7/2005
		2,655.02	723801498	8/15/2005
STATE WATER RESOURCE BOARD		700.00	7060	7/7/2003
		498.00	10140	7/12/2004
		243.00	10277	8/1/2005
State Farm Insurance		2,050.00	10148	9/13/2004
		<b>3,491.00</b>		
<b>TOTAL</b>				
Mission Oaks Nat'l Bk	Appraisal Fees	400.00	6950	2/21/2003
	Loan Fees	14,205.00		9/29/2003
		2,725.00		10/12/2004
		<b>16,930.00</b>		
	Interest	63.05		10/27/2003



72.69		11/26/2003
70.72		12/26/2003
73.44		1/26/2004
617.13		2/26/2004
580.26		3/26/2004
623.23		4/26/2004
606.20		5/26/2004
629.50		6/28/2004
792.85		7/26/2004
1,180.06		8/26/2004
1,186.11		9/27/2004
1,387.60		10/26/2004
1,756.40		11/26/2004
2,026.10		12/27/2004
2,415.27		1/26/2005
2,503.67		2/28/2005
2,475.53		3/28/2005
500.00		4/8/2005
2,757.94		5/12/2005
3,409.11		6/27/2005
645.51	10258	7/12/2005
4,054.62		7/12/2005
5,088.72	10281	8/4/2005

**TOTAL****G.TOTAL 176,515**

PROJECT: DH1-PROFESSIONALS				
COMPANY	PROJECT	PRICE	CK NO.	DATE
CAD DESIGN CTR	ARCHITECTURAL DESIGN	8,096	6142	10/28/2000
			6186	12/20/2000
			6436	8/22/2001
			6498	10/10/2001
			CASH	12/12/2001
			6665	4/15/2002
			6720	6/20/2002
			6721	6/21/2002
			NOT PAID	
WEI PEI	STRUCTURAL ENGINEERING	10,300	6434	8/22/2001
			6540	11/28/2001
			6755	7/30/2002
			6834	10/28/2002
			10134	6/21/2004
			10185	1/10/2005
			10185	1/10/2005
MEGALAND	DESIGN GRADING PLAN & ROAD	6,790	6300	4/2/2001
				8/22/2001
			6499	10/10/2001
			6524	11/6/2001
			6756	7/30/2002
			6857	11/2002
			6914	
			10048	
			10080	
			10165	
			1015	
GUNVANT THAKKAR CIVIL & SOIL ENGINEER				
DENNIS JANDA	AERIAL SURVEY			

				10162	10/29/2004
				10169	11/19/2004
EnGEN CORP.	SOIL ENGINEERING & REPORTS			6464	9/12/2001
				6833	10/28/2002
				6913	1/8/2003
				10063	10/9/2003
				10066	10/27/2003
				10103	2/12/2004
				10117	4/21/2004
				10127	6/7/2004
				10349	9/27/2005
RUSS OLSON	GENERAL CONTRACTOR			7415	10/7/2004
	EQUIPMENT RENTAL			10143	8/10/2004



CALIFORNIA  
ASSOCIATION  
OF REALTORS®

**VACANT LAND LISTING AGREEMENT**  
(C.A.R. Form VLL, Revised 7/13)

*Waiting Openly*

1. **EXCLUSIVE AUTHORIZATION:** ("Owner")  
hereby employs and grants Keller Williams Realty ("Broker") beginning  
(date) December 12, 2014 and ending at 11:59 P.M. on (date) December 11, 2016 ("Listing Period") the  
exclusive and irrevocable right to: ☒ **SELL**, ☐ **LEASE**, ☐ **EXCHANGE**, ☐ **OPTION**, or ☐ **OTHER**  
the real property in the City of Temecula, County of Riverside, California, Assessor's  
Parcel No.: 919-950-006, described as: 0 Via Pino ("Property").
2. **ITEMS EXCLUDED AND INCLUDED:** Unless otherwise specified in an agreement between Owner and transferee, all fixtures and  
fittings that are attached to the Property are included, and personal property items are excluded from the price.  
**ADDITIONAL ITEMS EXCLUDED:** \_\_\_\_\_  
**ADDITIONAL ITEMS INCLUDED:** \_\_\_\_\_  
Owner intends that the above items be excluded or included in listing the Property, but understands that: (i) the Agreement  
between owner and transferee supersedes any intention expressed above and will ultimately determine which items are excluded  
and included in the transaction; and (ii) Broker is not responsible for and does not guarantee that the above exclusions and/or  
inclusions will be in the Agreement between Owner and transferee.
3. **LISTING PRICE AND TERMS:**  
A. The listing price shall be Three Hundred Eighty-Eight Thousand Dollars (\$ 388,000.00 ).  
B. Additional Terms: \_\_\_\_\_
4. **COMPENSATION TO BROKER:**  
**Notice: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may  
be negotiable between Owner and Broker (real estate commissions include all compensation and fees to Broker).**  
A. Owner agrees to pay to Broker as compensation for services irrespective of agency relationship(s): ☒ 6.000 percent of the  
listing price (or if an agreement is entered into, of the contract price), ☐ \$ \_\_\_\_\_, OR ☐ in accordance  
with Broker's attached schedule of compensation; as follows:  
(1) If during the Listing Period, or any extension, Broker, cooperating broker, Owner or any other person procures a ready,  
willing, and able buyer(s) whose offer to purchase the Property on any price and terms is accepted by Owner, provided the  
Buyer completes the transaction or is prevented from doing so by Owner. (Broker is entitled to compensation whether any  
escrow resulting from such offer closes during or after the expiration of the Listing Period, or any extension.)  
(2) If within 180 calendar days after the end of the Listing Period or any extension, Owner enters into a contract to sell,  
lease, exchange, option, convey or otherwise transfer the Property to anyone ("Prospective Transferee") or that person's  
related entity: (i) who physically entered and was shown the Property during the Listing Period, or any extension by Broker or  
a cooperating broker; or (ii) for whom Broker or any cooperating broker submitted to Owner a signed, written offer to acquire,  
lease, exchange or obtain an option on the Property. Owner, however, shall have no obligation to Broker under this  
paragraph 4A(2) unless, not later than **3 calendar days** after the end of the Listing Period or any extension thereof, Broker  
has given Owner a written notice of the names of such Prospective Transferees.  
(3) If, without Broker's prior written consent, the Property is withdrawn from sale, lease, exchange, option or other, as specified  
in paragraph 1, or is sold, conveyed, leased, rented, exchanged, optioned or otherwise transferred, or made unmarketable  
by a voluntary act of Owner during the Listing Period, or any extension thereof.  
B. If completion of the transaction is prevented by a party to the transaction other than Owner, then compensation due under  
paragraph 4A shall be payable only if and when Owner collects damages by suit, arbitration, settlement, or otherwise, and then  
in an amount equal to the lesser of one-half of the damages recovered or the above compensation, after first deducting title and  
escrow expenses and the expenses of collection, if any.  
C. In addition, Owner agrees to pay Broker: \_\_\_\_\_  
D. (1) Broker is authorized to cooperate and compensate brokers participating through the multiple listing service(s) ("MLS"): (i) by  
offering MLS brokers either: ☒ 2.000 percent of the purchase price, or ☐ \$ \_\_\_\_\_; OR (ii)  
(if checked) ☐ as per Broker's policy.  
(2) Broker is authorized to cooperate and compensate brokers operating outside the MLS as per Broker's policy.  
E. Owner hereby irrevocably assigns to Broker the above compensation from Owner's funds and proceeds in escrow. Broker may  
submit this Listing Agreement, as instructions to compensate Broker pursuant to paragraph 4A, to any escrow regarding the  
Property involving Owner and a buyer, transferee or Prospective Transferee.  
F. (1) Owner represents that Owner has not previously entered into a listing agreement with another broker regarding the  
Property, unless specified as follows: \_\_\_\_\_  
(2) Owner warrants that Owner has no obligation to pay compensation to any other broker regarding the Property unless the  
Property is transferred to any of the following Prospective Transferees: \_\_\_\_\_  
(3) If the Property is transferred to anyone listed above during the time Owner is obligated to compensate another broker: (i)  
Broker is not entitled to compensation under this Listing Agreement; and (ii) Broker is not obligated to represent Owner in  
such transaction.





CALIFORNIA  
ASSOCIATION  
OF REALTORS®

## SELLER'S ADVISORY

(C.A.R. Form SA, Revised 11/13)

Property Address: 0 Via Pino, Temecula, CA 92590

("Property")

1. **INTRODUCTION:** Selling property in California is a process that involves many steps. From start to finish, it could take anywhere from a few weeks to many months, depending upon the condition of your Property, local market conditions and other factors. You have already taken an important first step by listing your Property for sale with a licensed real estate broker. Your broker will help guide you through the process and may refer you to other professionals, as needed. This advisory addresses many things you may need to think about and do as you market your Property. Some of these things are requirements imposed upon you, either by law or by the listing or sale contract. Others are simply practical matters that may arise during the process. Please read this document carefully and, if you have any questions, ask your broker or appropriate legal or tax advisor for help.
2. **DISCLOSURES:**
  - A. **General Disclosure Duties:** You must affirmatively disclose to the buyer, in writing, any and all known facts that materially affect the value or desirability of your Property. You must disclose these facts whether or not asked about such matters by the buyer, any broker, or anyone else. This duty to disclose applies even if the buyer agrees to purchase your Property in its present condition without requiring you to make any repairs. If you do not know what or how to disclose, you should consult a real estate attorney in California of your choosing. Broker cannot advise you on the legal sufficiency of any disclosures you make. If the Property you are selling is a residence with one to four units except for certain subdivisions, your broker also has a duty to conduct a reasonably competent and diligent visual inspection of the accessible areas and to disclose to a buyer all adverse material facts that the inspection reveals. If your broker discovers something that could indicate a problem, your broker must advise the buyer.
  - B. **Statutory Duties:** (For one-to-four Residential Units):
    - (1) You must timely prepare and deliver to the buyer, among other things, a Real Estate Transfer Disclosure Statement ("TDS"), and a Natural Hazard Disclosure Statement ("NHD"). You have a legal obligation to honestly and completely fill out the TDS form in its entirety. (Many local entities or organizations have their own supplement to the TDS that you may also be asked to complete.) The NHD is a statement indicating whether your Property is in certain designated flood, fire or earthquake/seismic hazard zones. Third-party professional companies can help you with this task.
    - (2) Depending upon the age and type of construction of your Property, you may also be required to provide and, in certain cases you can receive limited legal protection by providing, the buyer with booklets entitled "The Homeowner's Guide to Earthquake Safety," "The Commercial Property Owner's Guide to Earthquake Safety," "Protect Your Family From Lead in Your Home" and "Environmental Hazards: A Guide For Homeowners and Buyers." Some of these booklets may be packaged together for your convenience. The earthquake guides ask you to answer specific questions about your Property's structure and preparedness for an earthquake. If you are required to supply the booklet about lead, you will also be required to disclose to the buyer any known lead-based paint and lead-based paint hazards on a separate form. The environmental hazards guide informs the buyer of common environmental hazards that may be found in properties.
    - (3) If you know that your property is: (i) located within one mile of a former military ordnance location; or (ii) in or affected by a zone or district allowing manufacturing, commercial or airport use, you must disclose this to the buyer. You are also required to make a good faith effort to obtain and deliver to the buyer a disclosure notice from the appropriate local agency(ies) about any special tax levied on your Property pursuant to the Mello-Roos Community Facilities Act, the Improvement Bond Act of 1915, and a notice concerning the contractual assessment provided by section 5898.24 of the Streets And Highways Code (collectively, "Special Tax Disclosures").
    - (4) If the TDS, NHD, or lead, military ordnance, commercial zone or Special Tax Disclosures are provided to a buyer after you accept that buyer's offer, the buyer will have 3 days after delivery (or 5 days if mailed) to terminate the offer, which is why it is extremely important to complete these disclosures as soon as possible. There are certain exemptions from these statutory requirements; however, if you have actual knowledge of any of these items, you may still be required to make a disclosure as the items can be considered material facts.
  - C. **Death and Other Disclosures:** Many buyers consider death on real property to be a material fact in the purchase of property. In some situations, it is advisable to disclose that a death occurred or the manner of death; however, California Civil Code Section 1710.2 provides that you have no disclosure duty "where the death has occurred more than three years prior to the date the transferee offers to purchase, lease, or rent the real property, or [regardless of the date of occurrence] that an occupant of that property was afflicted with, or died from, Human T-Lymphotropic Virus Type III/Lymphadenopathy-Associated Virus." This law does not "immunize an owner or his or her agent from making an intentional misrepresentation in response to a direct inquiry from a transferee or a prospective transferee of real property, concerning deaths on the real property."
  - D. **Condominiums and Other Common Interest Subdivisions:** If the Property is a condominium, townhouse, or other property in a common interest subdivision, you must provide to the buyer copies of the governing documents, the most recent financial statements distributed, and other documents required by law or contract. If you do not have a current version of these documents, you can request them from the management of your homeowner's association. To avoid delays, you are encouraged to obtain these documents as soon as possible, even if you have not yet entered into a purchase agreement to sell your Property.

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SA REVISED 11/13 (PAGE 1 OF 2)

Seller's Initials ( ) ( )  
Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



SELLER'S ADVISORY (SA PAGE 1 OF 2)

2 Via Pino

Property Address: Tamperula, CA 92590 Date: \_\_\_\_\_

**3. CONTRACT TERMS AND LEGAL REQUIREMENTS:**

- A. Contract Terms and Conditions:** A buyer may request, as part of the contract for the sale of your Property, that you pay for repairs to the Property and other items. Your decision on whether or not to comply with a buyer's requests may affect your ability to sell your Property at a specified price.
- B. Withholding Taxes:** Under federal and California tax laws, a buyer is required to withhold a portion of the purchase price from your sale proceeds for tax purposes unless you sign an affidavit of non-foreign status and California residency, or some other exemption applies and is documented.
- C. Prohibition Against Discrimination:** Discriminatory conduct in the sale of real property against individuals belonging to legally protected classes is a violation of the law.
- D. Government Retrofit Standards:** Unless exempt, you must comply with government retrofit standards, including, but not limited to, installing operable smoke detectors, bracing water heaters, and providing the buyer with corresponding written statements of compliance. Some city and county governments may impose additional retrofit standards, including, but not limited to, installing low-flow toilets and showerheads, gas shut-off valves, tempered glass, and barriers around swimming pools and spas. You should consult with the appropriate governmental agencies, inspectors, and other professionals to determine the retrofit standards for your Property, the extent to which your Property complies with such standards, and the costs, if any, of compliance.
- E. EPA's LEAD-BASED PAINT RENOVATION, REPAIR AND PAINTING RULE:** The new rule requires that contractors and maintenance professionals working in pre-1978 housing, child care facilities, and schools with lead-based paint be certified; that their employees be trained; and that they follow protective work practice standards. The rule applies to renovation, repair, or painting activities affecting more than six square feet of lead-based paint in a room or more than 20 square feet of lead-based paint on the exterior. Enforcement of the rule begins October 1, 2010. See the EPA website at [www.epa.gov/lead](http://www.epa.gov/lead) for more information.
- F. Legal, Tax and Other Implications:** Selling your Property may have legal, tax, insurance, title or other implications. You should consult an appropriate professional for advice on these matters.

**4. MARKETING CONSIDERATIONS:**

- A. Pre-Sale Considerations:** You should consider doing what you can to prepare your Property for sale, such as correcting any defects or other problems. Many people are not aware of defects in or problems with their own Property. One way to make yourself aware is to obtain professional home inspections prior to sale, both generally, and for wood destroying pests and organisms, such as termites. By doing this, you then have an opportunity to make repairs before your Property is offered for sale, which may enhance its marketability. Keep in mind, however, that any problems revealed by such inspection reports or repairs that have been made, whether or not disclosed in a report, should be disclosed to the buyer (see "Disclosures" in paragraph 2 above). This is true even if the buyer gets his/her own inspections covering the same area. Obtaining inspection reports may also assist you during contract negotiations with the buyer. For example, if a pest control report has both a primary and secondary recommendation for clearance, you may want to specify in the purchase agreement those recommendations, if any, for which you are going to pay.
- B. Post-Sale Protections:** It is often helpful to provide the buyer with, among other things, a home protection/warranty plan for the Property. These plans will generally cover problems, not deemed to be pre-existing, that occur after your sale is completed. In the event something does go wrong after the sale, and it is covered by the plan, the buyer may be able to resolve the concern by contacting the home protection company.
- C. Safety Precautions:** Advertising and marketing your Property for sale, including, but not limited to, holding open houses, placing a key safe/lockbox, erecting FOR SALE signs, and disseminating photographs, video tapes, and virtual tours of the premises, may jeopardize your personal safety and that of your Property. You are strongly encouraged to maintain insurance, and to take any and all possible precautions and safeguards to protect yourself, other occupants, visitors, your Property, and your belongings, including cash, jewelry, drugs, firearms and other valuables located on the Property, against injury, theft, loss, vandalism, damage, and other harm.
- D. Expenses:** You are advised that you, not the Broker, are responsible for the fees and costs, if any, to comply with your duties and obligations to the buyer of your Property.

**5. OTHER ITEMS:**

Seller has read and understands this Advisory. By signing below, Seller acknowledges receipt of a copy of this document.

Seller \_\_\_\_\_ Date \_\_\_\_\_

Print Name Wai Hung Cheng

Seller \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Real Estate Broker Keller Williams Realty By \_\_\_\_\_ Date \_\_\_\_\_

(Agent) Edward Beaudet

Address 27280 Madison Ave, Ste 200 City Tamperula State CA Zip 92590

Telephone 9511834-7310 Fax 9511834-8738 E-mail edbeaudet@edbeaudet.com

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**SELLER'S ADVISORY (SA PAGE 2 OF 2)**

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0 Via Pino 006



CALIFORNIA  
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**VACANT LAND LISTING AGREEMENT**  
(C.A.R. Form VLL, Revised 7/13)

Wai Tak Cheng

1. **EXCLUSIVE AUTHORIZATION:** ("Owner")  
hereby employs and grants Keller Williams Realty ("Broker") beginning  
(date) December 12, 2014 and ending at 11:59 P.M. on (date) December 11, 2015 ("Listing Period") the  
exclusive and irrevocable right to: ☒ **SELL**, ☐ **LEASE**, ☐ **EXCHANGE**, ☐ **OPTION**, or ☐ **OTHER**  
the real property in the City of Temecula, County of Riverside, California, Assessor's  
Parcel No.: 938-050-004, described as: 0 Via Pino ("Property").
2. **ITEMS EXCLUDED AND INCLUDED:** Unless otherwise specified in an agreement between Owner and transferee, all fixtures and  
fittings that are attached to the Property are included, and personal property items are excluded from the price.  
**ADDITIONAL ITEMS EXCLUDED:** \_\_\_\_\_  
**ADDITIONAL ITEMS INCLUDED:** \_\_\_\_\_  
Owner intends that the above items be excluded or included in listing the Property, but understands that: (i) the Agreement  
between owner and transferee supersedes any intention expressed above and will ultimately determine which items are excluded  
and included in the transaction; and (ii) Broker is not responsible for and does not guarantee that the above exclusions and/or  
inclusions will be in the Agreement between Owner and transferee.
3. **LISTING PRICE AND TERMS:**  
A. The listing price shall be Three Hundred Eighty-Eight Thousand Dollars (\$ 388,000.00 ).  
B. Additional Terms: \_\_\_\_\_
4. **COMPENSATION TO BROKER:**  
**Notice: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may  
be negotiable between Owner and Broker (real estate commissions include all compensation and fees to Broker).**  
A. Owner agrees to pay to Broker as compensation for services irrespective of agency relationship(s): ☒ 6.000 percent of the  
listing price (or if an agreement is entered into, of the contract price), ☐ \$ \_\_\_\_\_, OR ☐ in accordance  
with Broker's attached schedule of compensation; as follows:  
(1) If during the Listing Period, or any extension, Broker, cooperating broker, Owner or any other person procures a ready,  
willing, and able buyer(s) whose offer to purchase the Property on any price and terms is accepted by Owner, provided the  
Buyer completes the transaction or is prevented from doing so by Owner. (Broker is entitled to compensation whether any  
escrow resulting from such offer closes during or after the expiration of the Listing Period, or any extension.)  
(2) If within 180 calendar days after the end of the Listing Period or any extension, Owner enters into a contract to sell,  
lease, exchange, option, convey or otherwise transfer the Property to anyone ("Prospective Transferee") or that person's  
related entity: (i) who physically entered and was shown the Property during the Listing Period, or any extension by Broker or  
a cooperating broker; or (ii) for whom Broker or any cooperating broker submitted to Owner a signed, written offer to acquire,  
lease, exchange or obtain an option on the Property. Owner, however, shall have no obligation to Broker under this  
paragraph 4A(2) unless, not later than **3 calendar days** after the end of the Listing Period or any extension thereof, Broker  
has given Owner a written notice of the names of such Prospective Transferees.  
(3) If, without Broker's prior written consent, the Property is withdrawn from sale, lease, exchange, option or other, as specified  
in paragraph 1, or is sold, conveyed, leased, rented, exchanged, optioned or otherwise transferred, or made unmarketable  
by a voluntary act of Owner during the Listing Period, or any extension thereof.  
B. If completion of the transaction is prevented by a party to the transaction other than Owner, then compensation due under  
paragraph 4A shall be payable only if and when Owner collects damages by suit, arbitration, settlement, or otherwise, and then  
in an amount equal to the lesser of one-half of the damages recovered or the above compensation, after first deducting title and  
escrow expenses and the expenses of collection, if any.  
C. In addition, Owner agrees to pay Broker: \_\_\_\_\_  
D. (1) Broker is authorized to cooperate and compensate brokers participating through the multiple listing service(s) ("MLS"): (i) by  
offering MLS brokers either: ☒ 6.000 percent of the purchase price, or ☐ \$ \_\_\_\_\_; OR (ii)  
(if checked) ☐ as per Broker's policy.  
(2) Broker is authorized to cooperate and compensate brokers operating outside the MLS as per Broker's policy.  
E. Owner hereby irrevocably assigns to Broker the above compensation from Owner's funds and proceeds in escrow. Broker may  
submit this Listing Agreement, as instructions to compensate Broker pursuant to paragraph 4A, to any escrow regarding the  
Property involving Owner and a buyer, transferee or Prospective Transferee.  
F. (1) Owner represents that Owner has not previously entered into a listing agreement with another broker regarding the  
Property, unless specified as follows: \_\_\_\_\_  
(2) Owner warrants that Owner has no obligation to pay compensation to any other broker regarding the Property unless the  
Property is transferred to any of the following Prospective Transferees: \_\_\_\_\_  
(3) If the Property is transferred to anyone listed above during the time Owner is obligated to compensate another broker: (i)  
Broker is not entitled to compensation under this Listing Agreement; and (ii) Broker is not obligated to represent Owner in  
such transaction.





CALIFORNIA  
ASSOCIATION  
OF REALTORS®

## SELLER'S ADVISORY

(C.A.R. Form SA, Revised 11/13)

Property Address: 0 Via Pino, Temecula, CA 92590

("Property")

1. **INTRODUCTION:** Selling property in California is a process that involves many steps. From start to finish, it could take anywhere from a few weeks to many months, depending upon the condition of your Property, local market conditions and other factors. You have already taken an important first step by listing your Property for sale with a licensed real estate broker. Your broker will help guide you through the process and may refer you to other professionals, as needed. This advisory addresses many things you may need to think about and do as you market your Property. Some of these things are requirements imposed upon you, either by law or by the listing or sale contract. Others are simply practical matters that may arise during the process. Please read this document carefully and, if you have any questions, ask your broker or appropriate legal or tax advisor for help.
2. **DISCLOSURES:**
  - A. **General Disclosure Duties:** You must affirmatively disclose to the buyer, in writing, any and all known facts that materially affect the value or desirability of your Property. You must disclose these facts whether or not asked about such matters by the buyer, any broker, or anyone else. This duty to disclose applies even if the buyer agrees to purchase your Property in its present condition without requiring you to make any repairs. If you do not know what or how to disclose, you should consult a real estate attorney in California of your choosing. Broker cannot advise you on the legal sufficiency of any disclosures you make. If the Property you are selling is a residence with one to four units except for certain subdivisions, your broker also has a duty to conduct a reasonably competent and diligent visual inspection of the accessible areas and to disclose to a buyer all adverse material facts that the inspection reveals. If your broker discovers something that could indicate a problem, your broker must advise the buyer.
  - B. **Statutory Duties:** (For one-to-four Residential Units):
    - (1) You must timely prepare and deliver to the buyer, among other things, a Real Estate Transfer Disclosure Statement ("TDS"), and a Natural Hazard Disclosure Statement ("NHD"). You have a legal obligation to honestly and completely fill out the TDS form in its entirety. (Many local entities or organizations have their own supplement to the TDS that you may also be asked to complete.) The NHD is a statement indicating whether your Property is in certain designated flood, fire or earthquake/seismic hazard zones. Third-party professional companies can help you with this task.
    - (2) Depending upon the age and type of construction of your Property, you may also be required to provide and, in certain cases you can receive limited legal protection by providing, the buyer with booklets entitled "The Homeowner's Guide to Earthquake Safety," "The Commercial Property Owner's Guide to Earthquake Safety," "Protect Your Family From Lead in Your Home" and "Environmental Hazards: A Guide For Homeowners and Buyers." Some of these booklets may be packaged together for your convenience. The earthquake guides ask you to answer specific questions about your Property's structure and preparedness for an earthquake. If you are required to supply the booklet about lead, you will also be required to disclose to the buyer any known lead-based paint and lead-based paint hazards on a separate form. The environmental hazards guide informs the buyer of common environmental hazards that may be found in properties.
    - (3) If you know that your property is: (i) located within one mile of a former military ordnance location; or (ii) in or affected by a zone or district allowing manufacturing, commercial or airport use, you must disclose this to the buyer. You are also required to make a good faith effort to obtain and deliver to the buyer a disclosure notice from the appropriate local agency(ies) about any special tax levied on your Property pursuant to the Mello-Roos Community Facilities Act, the Improvement Bond Act of 1915, and a notice concerning the contractual assessment provided by section 5898.24 of the Streets And Highways Code (collectively, "Special Tax Disclosures").
    - (4) If the TDS, NHD, or lead, military ordnance, commercial zone or Special Tax Disclosures are provided to a buyer after you accept that buyer's offer, the buyer will have 3 days after delivery (or 5 days if mailed) to terminate the offer, which is why it is extremely important to complete these disclosures as soon as possible. There are certain exemptions from these statutory requirements; however, if you have actual knowledge of any of these items, you may still be required to make a disclosure as the items can be considered material facts.
  - C. **Death and Other Disclosures:** Many buyers consider death on real property to be a material fact in the purchase of property. In some situations, it is advisable to disclose that a death occurred or the manner of death; however, California Civil Code Section 1710.2 provides that you have no disclosure duty "where the death has occurred more than three years prior to the date the transferee offers to purchase, lease, or rent the real property, or [regardless of the date of occurrence] that an occupant of that property was afflicted with, or died from, Human T-Lymphotropic Virus Type III/Lymphadenopathy-Associated Virus." This law does not "immunize an owner or his or her agent from making an intentional misrepresentation in response to a direct inquiry from a transferee or a prospective transferee of real property, concerning deaths on the real property."
  - D. **Condominiums and Other Common Interest Subdivisions:** If the Property is a condominium, townhouse, or other property in a common interest subdivision, you must provide to the buyer copies of the governing documents, the most recent financial statements distributed, and other documents required by law or contract. If you do not have a current version of these documents, you can request them from the management of your homeowner's association. To avoid delays, you are encouraged to obtain these documents as soon as possible, even if you have not yet entered into a purchase agreement to sell your Property.

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Seller's Initials (\_\_\_\_\_) (\_\_\_\_\_)

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



SELLER'S ADVISORY (SA PAGE 1 OF 2)



0 Via Pino

Property Address: Temecula, CA 92590

Date: \_\_\_\_\_

**3. CONTRACT TERMS AND LEGAL REQUIREMENTS:**

- A. Contract Terms and Conditions:** A buyer may request, as part of the contract for the sale of your Property, that you pay for repairs to the Property and other items. Your decision on whether or not to comply with a buyer's requests may affect your ability to sell your Property at a specified price.
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- C. Prohibition Against Discrimination:** Discriminatory conduct in the sale of real property against individuals belonging to legally protected classes is a violation of the law.
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- E. EPA's LEAD-BASED PAINT RENOVATION, REPAIR AND PAINTING RULE:** The new rule requires that contractors and maintenance professionals working in pre-1978 housing, child care facilities, and schools with lead-based paint be certified; that their employees be trained; and that they follow protective work practice standards. The rule applies to renovation, repair, or painting activities affecting more than six square feet of lead-based paint in a room or more than 20 square feet of lead-based paint on the exterior. Enforcement of the rule begins October 1, 2010. See the EPA website at [www.epa.gov/lead](http://www.epa.gov/lead) for more information.
- F. Legal, Tax and Other Implications:** Selling your Property may have legal, tax, insurance, title or other implications. You should consult an appropriate professional for advice on these matters.

**4. MARKETING CONSIDERATIONS:**

- A. Pre-Sale Considerations:** You should consider doing what you can to prepare your Property for sale, such as correcting any defects or other problems. Many people are not aware of defects in or problems with their own Property. One way to make yourself aware is to obtain professional home inspections prior to sale, both generally, and for wood destroying pests and organisms, such as termites. By doing this, you then have an opportunity to make repairs before your Property is offered for sale, which may enhance its marketability. Keep in mind, however, that any problems revealed by such inspection reports or repairs that have been made, whether or not disclosed in a report, should be disclosed to the buyer (see "Disclosures" in paragraph 2 above). This is true even if the buyer gets his/her own inspections covering the same area. Obtaining inspection reports may also assist you during contract negotiations with the buyer. For example, if a pest control report has both a primary and secondary recommendation for clearance, you may want to specify in the purchase agreement those recommendations, if any, for which you are going to pay.
- B. Post-Sale Protections:** It is often helpful to provide the buyer with, among other things, a home protection/warranty plan for the Property. These plans will generally cover problems, not deemed to be pre-existing, that occur after your sale is completed. In the event something does go wrong after the sale, and it is covered by the plan, the buyer may be able to resolve the concern by contacting the home protection company.
- C. Safety Precautions:** Advertising and marketing your Property for sale, including, but not limited to, holding open houses, placing a key safe/lockbox, erecting FOR SALE signs, and disseminating photographs, video tapes, and virtual tours of the premises, may jeopardize your personal safety and that of your Property. You are strongly encouraged to maintain insurance, and to take any and all possible precautions and safeguards to protect yourself, other occupants, visitors, your Property, and your belongings, including cash, jewelry, drugs, firearms and other valuables located on the Property, against injury, theft, loss, vandalism, damage, and other harm.
- D. Expenses:** You are advised that you, not the Broker, are responsible for the fees and costs, if any, to comply with your duties and obligations to the buyer of your Property.

**5. OTHER ITEMS:**

Seller has read and understands this Advisory. By signing below, Seller acknowledges receipt of a copy of this document.

Seller \_\_\_\_\_ Date \_\_\_\_\_

Print Name Wai Tek Cheng

Seller \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Real Estate Broker Keller Williams Realty By \_\_\_\_\_ Date \_\_\_\_\_

(Agent) Edward Braun

Address 27290 Madison Ave, Ste 200 City Temecula State CA Zip 92590

Telephone (951) 834-7310 Fax (951) 361-8733 E-mail edbraun@kw.com

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**SELLER'S ADVISORY (SA PAGE 2 OF 2)**

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0 Via Pino 004



CALIFORNIA  
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**VACANT LAND LISTING AGREEMENT**  
(C.A.R. Form VLL, Revised 7/13)

*Marlene Yee Chan, Garwin Yee Chan*

**1. EXCLUSIVE AUTHORIZATION:** ("Owner")

hereby employs and grants Keller Williams Realty ("Broker") beginning  
(date) December 12, 2014 and ending at 11:59 P.M. on (date) December 11, 2016 ("Listing Period") the  
exclusive and irrevocable right to: ☒ SELL, ☐ LEASE, ☐ EXCHANGE, ☐ OPTION, or ☐ OTHER  
the real property in the City of Temecula, County of Riverside, California, Assessor's  
Parcel No.: 938-110-012, described as: 0 Via Vaquero ("Property").

**2. ITEMS EXCLUDED AND INCLUDED:** Unless otherwise specified in an agreement between Owner and transferee, all fixtures and  
fittings that are attached to the Property are included, and personal property items are excluded from the price.

**ADDITIONAL ITEMS EXCLUDED:** \_\_\_\_\_

**ADDITIONAL ITEMS INCLUDED:** \_\_\_\_\_

Owner intends that the above items be excluded or included in listing the Property, but understands that: (i) the Agreement  
between owner and transferee supersedes any intention expressed above and will ultimately determine which items are excluded  
and included in the transaction; and (ii) Broker is not responsible for and does not guarantee that the above exclusions and/or  
inclusions will be in the Agreement between Owner and transferee.

**3. LISTING PRICE AND TERMS:**

A. The listing price shall be Three Hundred Eighty-Eight Thousand Dollars (\$ 388,000.00 ).

B. Additional Terms: \_\_\_\_\_

**4. COMPENSATION TO BROKER:**

**Notice:** The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may  
be negotiable between Owner and Broker (real estate commissions include all compensation and fees to Broker).

A. Owner agrees to pay to Broker as compensation for services irrespective of agency relationship(s): ☒ 6.000 percent of the  
listing price (or if an agreement is entered into, of the contract price), ☐ \$ \_\_\_\_\_, OR ☐ in accordance  
with Broker's attached schedule of compensation; as follows:

(1) If during the Listing Period, or any extension, Broker, cooperating broker, Owner or any other person procures a ready,  
willing, and able buyer(s) whose offer to purchase the Property on any price and terms is accepted by Owner, provided the  
Buyer completes the transaction or is prevented from doing so by Owner. (Broker is entitled to compensation whether any  
escrow resulting from such offer closes during or after the expiration of the Listing Period, or any extension.)

(2) If within 180 calendar days after the end of the Listing Period or any extension, Owner enters into a contract to sell,  
lease, exchange, option, convey or otherwise transfer the Property to anyone ("Prospective Transferee") or that person's  
related entity: (i) who physically entered and was shown the Property during the Listing Period, or any extension by Broker or  
a cooperating broker; or (ii) for whom Broker or any cooperating broker submitted to Owner a signed, written offer to acquire,  
lease, exchange or obtain an option on the Property. Owner, however, shall have no obligation to Broker under this  
paragraph 4A(2) unless, not later than **3 calendar days** after the end of the Listing Period or any extension thereof, Broker  
has given Owner a written notice of the names of such Prospective Transferees.

(3) If, without Broker's prior written consent, the Property is withdrawn from sale, lease, exchange, option or other, as specified  
in paragraph 1, or is sold, conveyed, leased, rented, exchanged, optioned or otherwise transferred, or made unmarketable  
by a voluntary act of Owner during the Listing Period, or any extension thereof.

B. If completion of the transaction is prevented by a party to the transaction other than Owner, then compensation due under  
paragraph 4A shall be payable only if and when Owner collects damages by suit, arbitration, settlement, or otherwise, and then  
in an amount equal to the lesser of one-half of the damages recovered or the above compensation, after first deducting title and  
escrow expenses and the expenses of collection, if any.

C. In addition, Owner agrees to pay Broker: \_\_\_\_\_

D. (1) Broker is authorized to cooperate and compensate brokers participating through the multiple listing service(s) ("MLS"): (i) by  
offering MLS brokers either: ☒ 2.000 percent of the purchase price, or ☐ \$ \_\_\_\_\_; OR (ii)  
(if checked) ☐ as per Broker's policy.

(2) Broker is authorized to cooperate and compensate brokers operating outside the MLS as per Broker's policy.

E. Owner hereby irrevocably assigns to Broker the above compensation from Owner's funds and proceeds in escrow. Broker may  
submit this Listing Agreement, as instructions to compensate Broker pursuant to paragraph 4A, to any escrow regarding the  
Property involving Owner and a buyer, transferee or Prospective Transferee.

F. (1) Owner represents that Owner has not previously entered into a listing agreement with another broker regarding the  
Property, unless specified as follows: \_\_\_\_\_

(2) Owner warrants that Owner has no obligation to pay compensation to any other broker regarding the Property unless the  
Property is transferred to any of the following Prospective Transferees: \_\_\_\_\_

(3) If the Property is transferred to anyone listed above during the time Owner is obligated to compensate another broker: (i)  
Broker is not entitled to compensation under this Listing Agreement; and (ii) Broker is not obligated to represent Owner in  
such transaction.

Owner's Initials ( \* \_\_\_\_\_ ) ( \_\_\_\_\_ )

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



CALIFORNIA  
ASSOCIATION  
OF REALTORS®

**SELLER'S ADVISORY**  
(C.A.R. Form SA, Revised 11/13)

Property Address: 9 Via Vacuero, Temecula, CA 92590

("Property")

1. **INTRODUCTION:** Selling property in California is a process that involves many steps. From start to finish, it could take anywhere from a few weeks to many months, depending upon the condition of your Property, local market conditions and other factors. You have already taken an important first step by listing your Property for sale with a licensed real estate broker. Your broker will help guide you through the process and may refer you to other professionals, as needed. This advisory addresses many things you may need to think about and do as you market your Property. Some of these things are requirements imposed upon you, either by law or by the listing or sale contract. Others are simply practical matters that may arise during the process. Please read this document carefully and, if you have any questions, ask your broker or appropriate legal or tax advisor for help.
2. **DISCLOSURES:**
  - A. **General Disclosure Duties:** You must affirmatively disclose to the buyer, in writing, any and all known facts that materially affect the value or desirability of your Property. You must disclose these facts whether or not asked about such matters by the buyer, any broker, or anyone else. This duty to disclose applies even if the buyer agrees to purchase your Property in its present condition without requiring you to make any repairs. If you do not know what or how to disclose, you should consult a real estate attorney in California of your choosing. Broker cannot advise you on the legal sufficiency of any disclosures you make. If the Property you are selling is a residence with one to four units except for certain subdivisions, your broker also has a duty to conduct a reasonably competent and diligent visual inspection of the accessible areas and to disclose to a buyer all adverse material facts that the inspection reveals. If your broker discovers something that could indicate a problem, your broker must advise the buyer.
  - B. **Statutory Duties:** (For one-to-four Residential Units):
    - (1) You must timely prepare and deliver to the buyer, among other things, a Real Estate Transfer Disclosure Statement ("TDS"), and a Natural Hazard Disclosure Statement ("NHD"). You have a legal obligation to honestly and completely fill out the TDS form in its entirety. (Many local entities or organizations have their own supplement to the TDS that you may also be asked to complete.) The NHD is a statement indicating whether your Property is in certain designated flood, fire or earthquake/seismic hazard zones. Third-party professional companies can help you with this task.
    - (2) Depending upon the age and type of construction of your Property, you may also be required to provide and, in certain cases you can receive limited legal protection by providing, the buyer with booklets entitled "The Homeowner's Guide to Earthquake Safety," "The Commercial Property Owner's Guide to Earthquake Safety," "Protect Your Family From Lead in Your Home" and "Environmental Hazards: A Guide For Homeowners and Buyers." Some of these booklets may be packaged together for your convenience. The earthquake guides ask you to answer specific questions about your Property's structure and preparedness for an earthquake. If you are required to supply the booklet about lead, you will also be required to disclose to the buyer any known lead-based paint and lead-based paint hazards on a separate form. The environmental hazards guide informs the buyer of common environmental hazards that may be found in properties.
    - (3) If you know that your property is: (i) located within one mile of a former military ordnance location; or (ii) in or affected by a zone or district allowing manufacturing, commercial or airport use, you must disclose this to the buyer. You are also required to make a good faith effort to obtain and deliver to the buyer a disclosure notice from the appropriate local agency(ies) about any special tax levied on your Property pursuant to the Mello-Roos Community Facilities Act, the Improvement Bond Act of 1915, and a notice concerning the contractual assessment provided by section 5898.24 of the Streets And Highways Code (collectively, "Special Tax Disclosures").
    - (4) If the TDS, NHD, or lead, military ordnance, commercial zone or Special Tax Disclosures are provided to a buyer after you accept that buyer's offer, the buyer will have 3 days after delivery (or 5 days if mailed) to terminate the offer, which is why it is extremely important to complete these disclosures as soon as possible. There are certain exemptions from these statutory requirements; however, if you have actual knowledge of any of these items, you may still be required to make a disclosure as the items can be considered material facts.
  - C. **Death and Other Disclosures:** Many buyers consider death on real property to be a material fact in the purchase of property. In some situations, it is advisable to disclose that a death occurred or the manner of death; however, California Civil Code Section 1710.2 provides that you have no disclosure duty "where the death has occurred more than three years prior to the date the transferee offers to purchase, lease, or rent the real property, or [regardless of the date of occurrence] that an occupant of that property was afflicted with, or died from, Human T-Lymphotropic Virus Type III/Lymphadenopathy-Associated Virus." This law does not "immunize an owner or his or her agent from making an intentional misrepresentation in response to a direct inquiry from a transferee or a prospective transferee of real property, concerning deaths on the real property."
  - D. **Condominiums and Other Common Interest Subdivisions:** If the Property is a condominium, townhouse, or other property in a common interest subdivision, you must provide to the buyer copies of the governing documents, the most recent financial statements distributed, and other documents required by law or contract. If you do not have a current version of these documents, you can request them from the management of your homeowner's association. To avoid delays, you are encouraged to obtain these documents as soon as possible, even if you have not yet entered into a purchase agreement to sell your Property.

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SA REVISED 11/13 (PAGE 1 OF 2)

Seller's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



**SELLER'S ADVISORY (SA PAGE 1 OF 2)**

3 Via Vaquero

Property Address: Temecula, CA 92590

Date: \_\_\_\_\_

**3. CONTRACT TERMS AND LEGAL REQUIREMENTS:**

- A. Contract Terms and Conditions:** A buyer may request, as part of the contract for the sale of your Property, that you pay for repairs to the Property and other items. Your decision on whether or not to comply with a buyer's requests may affect your ability to sell your Property at a specified price.
- B. Withholding Taxes:** Under federal and California tax laws, a buyer is required to withhold a portion of the purchase price from your sale proceeds for tax purposes unless you sign an affidavit of non-foreign status and California residency, or some other exemption applies and is documented.
- C. Prohibition Against Discrimination:** Discriminatory conduct in the sale of real property against individuals belonging to legally protected classes is a violation of the law.
- D. Government Retrofit Standards:** Unless exempt, you must comply with government retrofit standards, including, but not limited to, installing operable smoke detectors, bracing water heaters, and providing the buyer with corresponding written statements of compliance. Some city and county governments may impose additional retrofit standards, including, but not limited to, installing low-flow toilets and showerheads, gas shut-off valves, tempered glass, and barriers around swimming pools and spas. You should consult with the appropriate governmental agencies, inspectors, and other professionals to determine the retrofit standards for your Property, the extent to which your Property complies with such standards, and the costs, if any, of compliance.
- E. EPA's LEAD-BASED PAINT RENOVATION, REPAIR AND PAINTING RULE:** The new rule requires that contractors and maintenance professionals working in pre-1978 housing, child care facilities, and schools with lead-based paint be certified; that their employees be trained; and that they follow protective work practice standards. The rule applies to renovation, repair, or painting activities affecting more than six square feet of lead-based paint in a room or more than 20 square feet of lead-based paint on the exterior. Enforcement of the rule begins October 1, 2010. See the EPA website at [www.epa.gov/lead](http://www.epa.gov/lead) for more information.
- F. Legal, Tax and Other Implications:** Selling your Property may have legal, tax, insurance, title or other implications. You should consult an appropriate professional for advice on these matters.

**4. MARKETING CONSIDERATIONS:**

- A. Pre-Sale Considerations:** You should consider doing what you can to prepare your Property for sale, such as correcting any defects or other problems. Many people are not aware of defects in or problems with their own Property. One way to make yourself aware is to obtain professional home inspections prior to sale, both generally, and for wood destroying pests and organisms, such as termites. By doing this, you then have an opportunity to make repairs before your Property is offered for sale, which may enhance its marketability. Keep in mind, however, that any problems revealed by such inspection reports or repairs that have been made, whether or not disclosed in a report, should be disclosed to the buyer (see "Disclosures" in paragraph 2 above). This is true even if the buyer gets his/her own inspections covering the same area. Obtaining inspection reports may also assist you during contract negotiations with the buyer. For example, if a pest control report has both a primary and secondary recommendation for clearance, you may want to specify in the purchase agreement those recommendations, if any, for which you are going to pay.
- B. Post-Sale Protections:** It is often helpful to provide the buyer with, among other things, a home protection/warranty plan for the Property. These plans will generally cover problems, not deemed to be pre-existing, that occur after your sale is completed. In the event something does go wrong after the sale, and it is covered by the plan, the buyer may be able to resolve the concern by contacting the home protection company.
- C. Safety Precautions:** Advertising and marketing your Property for sale, including, but not limited to, holding open houses, placing a key safe/lockbox, erecting FOR SALE signs, and disseminating photographs, video tapes, and virtual tours of the premises, may jeopardize your personal safety and that of your Property. You are strongly encouraged to maintain insurance, and to take any and all possible precautions and safeguards to protect yourself, other occupants, visitors, your Property, and your belongings, including cash, jewelry, drugs, firearms and other valuables located on the Property, against injury, theft, loss, vandalism, damage, and other harm.
- D. Expenses:** You are advised that you, not the Broker, are responsible for the fees and costs, if any, to comply with your duties and obligations to the buyer of your Property.

**5. OTHER ITEMS:** \_\_\_\_\_

Seller has read and understands this Advisory. By signing below, Seller acknowledges receipt of a copy of this document.

Seller \_\_\_\_\_ Date \_\_\_\_\_

Print Name Marcie Yen Chan

Seller \_\_\_\_\_ Date \_\_\_\_\_

Print Name Garwin Yen Chan

Real Estate Broker Keller Williams Realty By \_\_\_\_\_ Date \_\_\_\_\_

(Agent) Edward Beaudet

Address 27250 Madison Ave, Ste 200 City Temecula State CA Zip 92590

Telephone (951)834-7510 Fax (951)391-6708 E-mail edbeaudet@edbeaudet.com

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Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



SA REVISED 11/13 (PAGE 2 OF 2)

**SELLER'S ADVISORY (SA PAGE 2 OF 2)**

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Chan Via



CALIFORNIA  
ASSOCIATION  
OF REALTORS®

**VACANT LAND LISTING AGREEMENT**  
(C.A.R. Form VLL, Revised 7/13)

*Shi Lin Cheng Chen*

1. **EXCLUSIVE AUTHORIZATION:** ("Owner")  
hereby employs and grants Keller Williams Realty ("Broker") beginning  
(date) December 12, 2014 and ending at 11:59 P.M. on (date) December 12, 2015 ("Listing Period") the  
exclusive and irrevocable right to: ☒ **SELL**, ☐ **LEASE**, ☐ **EXCHANGE**, ☐ **OPTION**, or ☐ **OTHER**  
the real property in the City of Temecula, County of Riverside, California, Assessor's  
Parcel No.: 938-450-003, described as: 0 Via Pino ("Property").
2. **ITEMS EXCLUDED AND INCLUDED:** Unless otherwise specified in an agreement between Owner and transferee, all fixtures and  
fittings that are attached to the Property are included, and personal property items are excluded from the price.  
**ADDITIONAL ITEMS EXCLUDED:** \_\_\_\_\_  
**ADDITIONAL ITEMS INCLUDED:** \_\_\_\_\_  
Owner intends that the above items be excluded or included in listing the Property, but understands that: (i) the Agreement  
between owner and transferee supersedes any intention expressed above and will ultimately determine which items are excluded  
and included in the transaction; and (ii) Broker is not responsible for and does not guarantee that the above exclusions and/or  
inclusions will be in the Agreement between Owner and transferee.
3. **LISTING PRICE AND TERMS:**  
A. The listing price shall be Three Hundred Eighty-Eight Thousand  
Dollars (\$ 388,000.00 ).  
B. Additional Terms: \_\_\_\_\_
4. **COMPENSATION TO BROKER:**  
**Notice: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may  
be negotiable between Owner and Broker (real estate commissions include all compensation and fees to Broker).**  
A. Owner agrees to pay to Broker as compensation for services irrespective of agency relationship(s): ☒ 6.000 percent of the  
listing price (or if an agreement is entered into, of the contract price), ☐ \$ \_\_\_\_\_, OR ☐ in accordance  
with Broker's attached schedule of compensation; as follows:  
(1) If during the Listing Period, or any extension, Broker, cooperating broker, Owner or any other person procures a ready,  
willing, and able buyer(s) whose offer to purchase the Property on any price and terms is accepted by Owner, provided the  
Buyer completes the transaction or is prevented from doing so by Owner. (Broker is entitled to compensation whether any  
escrow resulting from such offer closes during or after the expiration of the Listing Period, or any extension.)  
(2) If within 180 calendar days after the end of the Listing Period or any extension, Owner enters into a contract to sell,  
lease, exchange, option, convey or otherwise transfer the Property to anyone ("Prospective Transferee") or that person's  
related entity: (i) who physically entered and was shown the Property during the Listing Period, or any extension by Broker or  
a cooperating broker; or (ii) for whom Broker or any cooperating broker submitted to Owner a signed, written offer to acquire,  
lease, exchange or obtain an option on the Property. Owner, however, shall have no obligation to Broker under this  
paragraph 4A(2) unless, not later than **3 calendar days** after the end of the Listing Period or any extension thereof, Broker  
has given Owner a written notice of the names of such Prospective Transferees.  
(3) If, without Broker's prior written consent, the Property is withdrawn from sale, lease, exchange, option or other, as specified  
in paragraph 1, or is sold, conveyed, leased, rented, exchanged, optioned or otherwise transferred, or made unmarketable  
by a voluntary act of Owner during the Listing Period, or any extension thereof.  
B. If completion of the transaction is prevented by a party to the transaction other than Owner, then compensation due under  
paragraph 4A shall be payable only if and when Owner collects damages by suit, arbitration, settlement, or otherwise, and then  
in an amount equal to the lesser of one-half of the damages recovered or the above compensation, after first deducting title and  
escrow expenses and the expenses of collection, if any.  
C. In addition, Owner agrees to pay Broker: \_\_\_\_\_
- D. (1) Broker is authorized to cooperate and compensate brokers participating through the multiple listing service(s) ("MLS"): (i) by  
offering MLS brokers either: ☒ 2.000 percent of the purchase price, or ☐ \$ \_\_\_\_\_; OR (ii)  
(if checked) ☐ as per Broker's policy.  
(2) Broker is authorized to cooperate and compensate brokers operating outside the MLS as per Broker's policy.
- E. Owner hereby irrevocably assigns to Broker the above compensation from Owner's funds and proceeds in escrow. Broker may  
submit this Listing Agreement, as instructions to compensate Broker pursuant to paragraph 4A, to any escrow regarding the  
Property involving Owner and a buyer, transferee or Prospective Transferee.
- F. (1) Owner represents that Owner has not previously entered into a listing agreement with another broker regarding the  
Property, unless specified as follows: \_\_\_\_\_  
(2) Owner warrants that Owner has no obligation to pay compensation to any other broker regarding the Property unless the  
Property is transferred to any of the following Prospective Transferees: \_\_\_\_\_  
(3) If the Property is transferred to anyone listed above during the time Owner is obligated to compensate another broker: (i)  
Broker is not entitled to compensation under this Listing Agreement; and (ii) Broker is not obligated to represent Owner in  
such transaction.



CALIFORNIA  
ASSOCIATION  
OF REALTORS®

## SELLER'S ADVISORY

(C.A.R. Form SA, Revised 11/13)

Property Address: 0 Via Pino, Temecula, CA 92590

("Property")

1. **INTRODUCTION:** Selling property in California is a process that involves many steps. From start to finish, it could take anywhere from a few weeks to many months, depending upon the condition of your Property, local market conditions and other factors. You have already taken an important first step by listing your Property for sale with a licensed real estate broker. Your broker will help guide you through the process and may refer you to other professionals, as needed. This advisory addresses many things you may need to think about and do as you market your Property. Some of these things are requirements imposed upon you, either by law or by the listing or sale contract. Others are simply practical matters that may arise during the process. Please read this document carefully and, if you have any questions, ask your broker or appropriate legal or tax advisor for help.
2. **DISCLOSURES:**
  - A. **General Disclosure Duties:** You must affirmatively disclose to the buyer, in writing, any and all known facts that materially affect the value or desirability of your Property. You must disclose these facts whether or not asked about such matters by the buyer, any broker, or anyone else. This duty to disclose applies even if the buyer agrees to purchase your Property in its present condition without requiring you to make any repairs. If you do not know what or how to disclose, you should consult a real estate attorney in California of your choosing. Broker cannot advise you on the legal sufficiency of any disclosures you make. If the Property you are selling is a residence with one to four units except for certain subdivisions, your broker also has a duty to conduct a reasonably competent and diligent visual inspection of the accessible areas and to disclose to a buyer all adverse material facts that the inspection reveals. If your broker discovers something that could indicate a problem, your broker must advise the buyer.
  - B. **Statutory Duties:** (For one-to-four Residential Units):
    - (1) You must timely prepare and deliver to the buyer, among other things, a Real Estate Transfer Disclosure Statement ("TDS"), and a Natural Hazard Disclosure Statement ("NHD"). You have a legal obligation to honestly and completely fill out the TDS form in its entirety. (Many local entities or organizations have their own supplement to the TDS that you may also be asked to complete.) The NHD is a statement indicating whether your Property is in certain designated flood, fire or earthquake/seismic hazard zones. Third-party professional companies can help you with this task.
    - (2) Depending upon the age and type of construction of your Property, you may also be required to provide and, in certain cases you can receive limited legal protection by providing, the buyer with booklets entitled "The Homeowner's Guide to Earthquake Safety," "The Commercial Property Owner's Guide to Earthquake Safety," "Protect Your Family From Lead in Your Home" and "Environmental Hazards: A Guide For Homeowners and Buyers." Some of these booklets may be packaged together for your convenience. The earthquake guides ask you to answer specific questions about your Property's structure and preparedness for an earthquake. If you are required to supply the booklet about lead, you will also be required to disclose to the buyer any known lead-based paint and lead-based paint hazards on a separate form. The environmental hazards guide informs the buyer of common environmental hazards that may be found in properties.
    - (3) If you know that your property is: (i) located within one mile of a former military ordnance location; or (ii) in or affected by a zone or district allowing manufacturing, commercial or airport use, you must disclose this to the buyer. You are also required to make a good faith effort to obtain and deliver to the buyer a disclosure notice from the appropriate local agency(ies) about any special tax levied on your Property pursuant to the Mello-Roos Community Facilities Act, the Improvement Bond Act of 1915, and a notice concerning the contractual assessment provided by section 5898.24 of the Streets And Highways Code (collectively, "Special Tax Disclosures").
    - (4) If the TDS, NHD, or lead, military ordnance, commercial zone or Special Tax Disclosures are provided to a buyer after you accept that buyer's offer, the buyer will have 3 days after delivery (or 5 days if mailed) to terminate the offer, which is why it is extremely important to complete these disclosures as soon as possible. There are certain exemptions from these statutory requirements; however, if you have actual knowledge of any of these items, you may still be required to make a disclosure as the items can be considered material facts.
  - C. **Death and Other Disclosures:** Many buyers consider death on real property to be a material fact in the purchase of property. In some situations, it is advisable to disclose that a death occurred or the manner of death; however, California Civil Code Section 1710.2 provides that you have no disclosure duty "where the death has occurred more than three years prior to the date the transferee offers to purchase, lease, or rent the real property, or [regardless of the date of occurrence] that an occupant of that property was afflicted with, or died from, Human T-Lymphotropic Virus Type III/Lymphadenopathy-Associated Virus." This law does not "immunize an owner or his or her agent from making an intentional misrepresentation in response to a direct inquiry from a transferee or a prospective transferee of real property, concerning deaths on the real property."
  - D. **Condominiums and Other Common Interest Subdivisions:** If the Property is a condominium, townhouse, or other property in a common interest subdivision, you must provide to the buyer copies of the governing documents, the most recent financial statements distributed, and other documents required by law or contract. If you do not have a current version of these documents, you can request them from the management of your homeowner's association. To avoid delays, you are encouraged to obtain these documents as soon as possible, even if you have not yet entered into a purchase agreement to sell your Property.

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SA REVISED 11/13 (PAGE 1 OF 2)

Seller's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



SELLER'S ADVISORY (SA PAGE 1 OF 2)



0 Via Pino

Property Address: Temecula, CA 92590

Date: \_\_\_\_\_

**3. CONTRACT TERMS AND LEGAL REQUIREMENTS:**

- A. Contract Terms and Conditions:** A buyer may request, as part of the contract for the sale of your Property, that you pay for repairs to the Property and other items. Your decision on whether or not to comply with a buyer's requests may affect your ability to sell your Property at a specified price.
- B. Withholding Taxes:** Under federal and California tax laws, a buyer is required to withhold a portion of the purchase price from your sale proceeds for tax purposes unless you sign an affidavit of non-foreign status and California residency, or some other exemption applies and is documented.
- C. Prohibition Against Discrimination:** Discriminatory conduct in the sale of real property against individuals belonging to legally protected classes is a violation of the law.
- D. Government Retrofit Standards:** Unless exempt, you must comply with government retrofit standards, including, but not limited to, installing operable smoke detectors, bracing water heaters, and providing the buyer with corresponding written statements of compliance. Some city and county governments may impose additional retrofit standards, including, but not limited to, installing low-flow toilets and showerheads, gas shut-off valves, tempered glass, and barriers around swimming pools and spas. You should consult with the appropriate governmental agencies, inspectors, and other professionals to determine the retrofit standards for your Property, the extent to which your Property complies with such standards, and the costs, if any, of compliance.
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- F. Legal, Tax and Other Implications:** Selling your Property may have legal, tax, insurance, title or other implications. You should consult an appropriate professional for advice on these matters.

**4. MARKETING CONSIDERATIONS:**

- A. Pre-Sale Considerations:** You should consider doing what you can to prepare your Property for sale, such as correcting any defects or other problems. Many people are not aware of defects in or problems with their own Property. One way to make yourself aware is to obtain professional home inspections prior to sale, both generally, and for wood destroying pests and organisms, such as termites. By doing this, you then have an opportunity to make repairs before your Property is offered for sale, which may enhance its marketability. Keep in mind, however, that any problems revealed by such inspection reports or repairs that have been made, whether or not disclosed in a report, should be disclosed to the buyer (see "Disclosures" in paragraph 2 above). This is true even if the buyer gets his/her own inspections covering the same area. Obtaining inspection reports may also assist you during contract negotiations with the buyer. For example, if a pest control report has both a primary and secondary recommendation for clearance, you may want to specify in the purchase agreement those recommendations, if any, for which you are going to pay.
- B. Post-Sale Protections:** It is often helpful to provide the buyer with, among other things, a home protection/warranty plan for the Property. These plans will generally cover problems, not deemed to be pre-existing, that occur after your sale is completed. In the event something does go wrong after the sale, and it is covered by the plan, the buyer may be able to resolve the concern by contacting the home protection company.
- C. Safety Precautions:** Advertising and marketing your Property for sale, including, but not limited to, holding open houses, placing a key safe/lockbox, erecting FOR SALE signs, and disseminating photographs, video tapes, and virtual tours of the premises, may jeopardize your personal safety and that of your Property. You are strongly encouraged to maintain insurance, and to take any and all possible precautions and safeguards to protect yourself, other occupants, visitors, your Property, and your belongings, including cash, jewelry, drugs, firearms and other valuables located on the Property, against injury, theft, loss, vandalism, damage, and other harm.
- D. Expenses:** You are advised that you, not the Broker, are responsible for the fees and costs, if any, to comply with your duties and obligations to the buyer of your Property.

**5. OTHER ITEMS:** \_\_\_\_\_

Seller has read and understands this Advisory. By signing below, Seller acknowledges receipt of a copy of this document.

Seller \_\_\_\_\_ Date \_\_\_\_\_

Print Name Siu Lau

Seller \_\_\_\_\_ Date \_\_\_\_\_

Print Name Cheng Chun

Real Estate Broker \_\_\_\_\_ By \_\_\_\_\_ Date \_\_\_\_\_

(Agent) Edoardo Ramirez

Address 27280 Madison Ave, Ste 200 City Temecula State CA Zip 92590

Telephone (951) 634-7310 Fax (951) 321-8726 E-mail edbeaudet@edbeaudet.com

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Reviewed by \_\_\_\_\_ Date \_\_\_\_\_

SA REVISED 11/13 (PAGE 2 OF 2)

**SELLER'S ADVISORY (SA PAGE 2 OF 2)**

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0 Via Pino 003





2334 Huntington Drive  
San Marino, CA 91108

Phone: (626) 291-2232  
Fax: (626) 513-8836

WAI TAK CHENG  
44765 Via Pino  
Temecula, CA 92590

Date: June 7, 2017  
Escrow No. 06-312136-CS  
Re: VACANT LAND,  
LAKE ELSINORE, CA

Dear WAI:

The above referenced escrow closed on June 6, 2017. In connection therewith, we are enclosing the following documents:

Check representing your net proceeds of \$54,084.30  
Closing Statement (PLEASE RETAIN FOR INCOME TAX PURPOSES)

Your escrow will be held by our office for a period of five years from the close of escrow. We appreciate having had the opportunity of serving you.

Sincerely,  
American Trust Escrow



Charlene Sung  
Escrow Officer





2334 Huntington Drive  
San Marino, CA 91108

Phone: (626) 291-2232  
Fax: (626) 513-8836

## SELLER'S FINAL SETTLEMENT STATEMENT

**PROPERTY:** VACANT LAND  
LAKE ELSINORE, CA

**DATE:** June 6, 2017

**SELLER:** WAI TAK CHENG

**CLOSING DATE:** June 6, 2017  
**ESCROW NO.:** 06-312136-CS

### FINANCIAL CONSIDERATION

Total Consideration

### DEBITS

### CREDITS

75,000.00

### PRORATIONS/ADJUSTMENTS

2nd half property taxes 2016-2017 at \$1,546.90/semi-annually from  
06/06/2017 to 07/01/2017

214.85

### COMMISSION CHARGES

COLDWELL BANKER GEORGE REALTY  
REMAX ADVANCED REALTY

3,750.00

3,750.00

### OTHER DEBITS/CREDITS

Disclosure Source for Property Disclosures

99.00

### TITLE/TAXES/RECORDING CHARGES - First American Title

#### Company of Los Angeles

Title - Owner's Title Insurance

✓ 530.00

Title - Sub Escrow Fee

✓ 125.00

Transfer Tax - County to Riverside County

✓ 82.50

Delinquent Taxes -APN: 375-024-052-0

180.45 ✓

Delinquent Taxes-APN: 375-024-053-1 to Riverside County Tax  
Collector

180.45 ✓

Delinquent Taxes- APN: 375-024-070-6

156.13 ✓

Delinquent Taxes-APN: 375-024-072-9

180.45 ✓

Delinquent Taxes- APN: 375-024-074-0

276.07 ✓

Delinquent Taxes - APN: 375-024-075-1

180.45 ✓

Delinquent Taxes - APN: 375-024-085-0

171.77 ✓

Delinquent Taxes - APN: 375-051-003-0

144.85 ✓

Delinquent Taxes - APN: 375-051-004-1

144.85 ✓

Delinquent Taxes - APN: 375-061-026-2

156.13 ✓

Delinquent Taxes - APN: 375-063-008-2

204.51 ✓

Delinquent Taxes -APN:375-063-009-3 to Riverside County

212.99 ✓

Delinquent Taxes-APN: 375-063-010-3 to City of LAKE ELSINORE

204.51 ✓

Delinquent Taxes- APN: 375-071-024-1

156.13 ✓

Delinquent Taxes APN: 375-071-100-6 to Riverside County Tax  
Collector

156.13 ✓

Delinquent Taxes APN: 375-152-060-3

160.17 ✓

Delinquent Taxes 375-152-061-4

160.17 ✓

Delinquent Taxes-APN: 375-152-062-5

160.17 ✓

Delinquent Taxes-APN: 375-152-072-4

156.13 ✓

Delinquent Taxes-APN: 375-152-073-5

156.13 ✓

Delinquent Taxes -APN:375-153-019-0

156.13 ✓

Delinquent Taxes-APN:375-153-064-0

156.13 ✓

Page 2 of 2:

	<b>DEBITS</b>	<b>CREDITS</b>
Delinquent Taxes-APN: 375-214-013-2	153.37 ✓	
Delinquent Taxes -APN: 375-214-014-3	153.37 ✓	
Delinquent Taxes-APN: 375-223-024-0 to Riverside County	144.85 ✓	
Delinquent Taxes-APN: 375-223-025-1 to City of LAKE ELSINORE	144.85 ✓	
Delinquent Taxes	198.32	
Delinquent Taxes to Riverside County Tax Collector	198.32	
Delinquent Taxes	208.07	
Delinquent Taxes	1,004.89	
Delinquent Taxes	997.12	
Delinquent Taxes	211.24	
Delinquent Taxes	276.47	
Delinquent Taxes	266.75	
Delinquent Taxes	266.72	
Delinquent Taxes	239.12	
Delinquent Taxes	239.12	
Delinquent Taxes to Riverside County	239.12	
Delinquent Taxes to City of LAKE ELSINORE	348.81	
Delinquent Taxes	239.12	
Delinquent Taxes to Riverside County Tax Collector	229.16	
Delinquent Taxes	211.24	
Delinquent Taxes	211.24	
Delinquent Taxes	211.24	
Delinquent Taxes	211.24	
Delinquent Taxes	211.24	
Delinquent Taxes	215.87	
Delinquent Taxes	215.87	
Delinquent Taxes	211.24	
Delinquent Taxes	211.24	
Delinquent Taxes to Riverside County	208.07	
Delinquent Taxes to City of LAKE ELSINORE	215.87	
<b>ESCROW CHARGES - American Trust Escrow</b>		
Title - Escrow Fee	600.00	
Title - Archive Fee	40.00	
Title - Document Preparation Fee	250.00	
<b>Net Proceeds</b>	<b>54,084.30</b>	
<b>TOTAL</b>	<b>\$ 75,214.85</b>	<b>\$ 75,214.85</b>

**SAVE THIS STATEMENT FOR INCOME TAX PURPOSES**

## **Herman & Terence Account**

<u>DATE</u>	<u>DESCRIPTIONS</u>	<u>AMOUNT</u>	<u>BALANCE</u>
2012-13	Property Tax	6,744.14	6,744.14
2013-14	Property Tax	7,150.30	13,894.44
2014-15	Property Tax	7,266.20	21,160.64
Sep-14	Terrence's Children borrow money	2,500.00	23,660.64
Dec-14	Terrence's Children borrow money	4,000.00	27,660.64
2015-16	Property Tax	7,885.00	35,545.64
Jun-16	Terrence's children borrow money	2,000.00	37,545.64
Jan-17	Terrence's children borrow money	2,000.00	39,545.64
2016-17	Property Tax	7,965.78	47,511.42
Jan-17	Terrence's wife borrow money	2,500.00	50,011.42
Feb-17	Terrence's wife borrow money	5,000.00	55,011.42
Feb-17	Herman's wife borrow money	5,000.00	60,011.42
2017-18	Property Tax	120.00	60,131.42
6/13/2017	Sales of 26 lots (50% of net proceeds)	(54,084.30)	6,047.12
9/28/2017	Sale of Herman's land : APN:938050006	(184,652.26)	(178,605.14)
Oct-17	Wire to Helen	92,326.00	(86,279.14)
Oct-17	Wire to Lilly	92,326.00	6,046.86



2334 Huntington Drive  
San Marino, CA 91108

Phone: (626) 291-2232  
Fax: (626) 513-8836

MR. WAI HUNG CHENG  
44765 VIA PINO (#938-050-006)  
TEMECULA, CA 92590

Date: September 28, 2017  
Escrow No. 020184-CS  
Re: 44765 VIA PINO (#938-050-006),  
TEMECULA, CA 92590

Dear MR. CHENG:

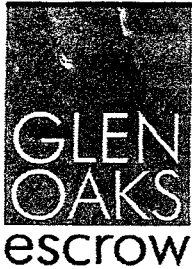
The above referenced escrow closed on September 27, 2017. In connection therewith, we are enclosing the following documents:

Check representing your net proceeds of \$184,652.26  
Closing Statement (PLEASE RETAIN FOR INCOME TAX PURPOSES)

Your escrow will be held by our office for a period of five years from the close of escrow. We appreciate having had the opportunity of serving you.

Sincerely,  
Glen Oaks Escrow, Inc.

Charlene Sung  
Escrow Officer



2334 Huntington Drive  
San Marino, CA 91108

Phone: (626) 291-2232  
Fax: (626) 513-8836

### SELLER'S FINAL SETTLEMENT STATEMENT

PROPERTY: 44765 VIA PINO (#938-050-006)  
TEMECULA, CA 92590

SELLER: WAI HUNG CHENG

CLOSING DATE: September 27, 2017  
ESCROW NO.: 020184-CS

	<u>DEBITS</u>	<u>CREDITS</u>
<b>FINANCIAL CONSIDERATION</b>		
Total Consideration		200,000.00
<b>PRORATIONS/ADJUSTMENTS</b>		
County Taxes at \$1,591.56/semi-annually from 07/01/2017 to 09/27/2017	760.41	
Prorated HOA due at \$60.00/annually from 09/27/2017 to 01/01/2018		15.67
<b>COMMISSION CHARGES</b>		
COLDWELL BANKER GEORGE REALTY	6,000.00	
COLDWELL BANKER GEORGE REALTY	6,000.00	
<b>H.O.A./MANAGEMENT</b>		
Transfer Fee/Document fee to Ralston Management	450.00	
<b>OTHER DEBITS/CREDITS</b>		
COLDWELL BANKER GEORGE REALTY for TC Fee	295.00	
Disclosure Source for Property Disclosures	99.00	
<b>TITLE/TAXES/RECORDING CHARGES - First American Title Company</b>		
Title - Owner's Title Insurance	839.00	
Transfer Tax - County to Riverside County	220.00	
<b>ESCROW CHARGES - Glen Oaks Escrow, Inc.</b>		
Title - Escrow Fee	660.00	
Title - Courtesy fee	-250.00	
Title - Archive Fee	40.00	
Title - Document Preparation Fee	250.00	
<b>Net Proceeds</b>	184,652.26	
<b>TOTAL</b>	\$ 200,015.67	\$ 200,015.67

SAVE THIS STATEMENT FOR INCOME TAX PURPOSES

**PERSONAL VALUE CHECKING, \*0296**

**All completed transactions from 09/27/2017 to 11/21/2017**

<i>Date</i>	<i>Number</i>	<i>Description</i>	<i>Withdrawals</i>	<i>Deposits</i>	<i>Balance</i>
10/16/2017		DIRECT S/C INT'L WIRE FEE DR	40.00		36,765.19
10/16/2017		OUTGOING WIRE-INT'L OUTGOING WIRE 20172890219300; BNF CHEUNG HOI LUN HELEN;REF	92,326.00		36,805.19
10/16/2017		DIRECT S/C INT'L WIRE FEE DR	40.00		129,131.19
10/16/2017		OUTGOING WIRE-INT'L OUTGOING WIRE 20172890213600; BNF NG LEE LEE LIL Y;REF	92,326.00		129,171.19
10/10/2017		DEPOSIT		84,652.26	221,497.19
10/04/2017		DEPOSIT		50,000.00	136,844.93
09/29/2017		DEPOSIT		50,295.00	86,844.93